Exhibit 1

wanag tahatan-bey d/b/a Kevin Paul Woodruff© TXu 2-347-364
Absolute Trustees for Numinutitska Penatekawa Tribal Trust
In care of: 2730 W. Tregallas Rd. Unit# 3972
Antioch, Indian Province near Calif. [p/z 94509]
(925) 477-9454
wanagtahatan65@yahoo.com

FILED
JUL 07 2023
K. BIEKER CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By M. Macpintac, Deputy Clerk

PER LOCAL RULE, THIS CASE IS ASSIGNED TO DEPT 09, FOR ALL PURPOSES

IN THE SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA
MARTINEZ DIVISION

N23-1265 SUMMONS ISSUED

Numinutitska Penatekawa Tribal Trust;
Wanag Tahatan-Bey Absolute Trustee

Plaintiffs/Lien Claimant

v.

NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER, BARRETT, DAFFIN, FRAPPIER, TREDER, & WEISS LLP LAW FIRM, SERVICLINK TITLE COMPANY, FIDELITY NATIONAL FINANCIAL, INC, FIRST AMERICAN MORTGAGE SOLUTION, INC In Rem, WILLIAM H. WU In Personam et al, and DOES 1-10, Inclusive,

Defendant(s)/ Lien Debtors

Case No.

COMPLAINT FOR DAMAGES
AND FORECLOSURE OF COMMERCIAL LIEN
BAILMENT
RIGHT TO LEAVE TO AMEND

COMMERCIAL LIEN DEFAULT
TRIBAL LAND PATENT & COPYRIGHT
INFRINGEMENT TXu 2-347-364

COMPLAINT FOR DAMAGES AND FORECLOUSRE OF COMMERICAL LIEN

Wanag Tahatan-Beyas Absolute Trustee for Numinutitska Penatekawa Tribal Trust, as Lien Claimant, (hereinafter LC), informed and believes and thereon issue-forth facts that Defendants intentionally "trespass de bonis asportatis" even after numerous notice Tribal Land Patent Infringement including Legal Publication, and default in its obligation as Lien Debtor omission of payoff request and demand.

NOTICE: Plaintiff is NOT an Enemy of the State "nom de guerre" nor combatant enemy of the State or a belligerent of the government.

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant to section 410.10 of the Code of Civil Procedure Plaintiff brings this action to recover default lien and other relief available at law or in equity on the Tribal Trust behalf and parties as injury occur within all of the acts and omissions complained of in this action took place in the State of California. Plaintiff asserts no claims under federal law at this time, but reserve the right to invoke federal law as needed.

2. Venue is proper in this Court pursuant to sections 395 and 395.5 of Code of Civil Procedure because the Tribal Land Patent Infringement to Tribal Trust complained of herein occurred in the County of Contra Costa and because Defendants and Does 1to 10 inclusively transact business and may be found within Contra Costa County, and State of California, as such Defendants are subject to In Rem Jurisdiction.

because Defendants maintain facilities subsidiaries and employ Law Firm as Debt Collector and operate business within State of California, and most of all event giving rise to this action occurred within Contra Costa County under State laws, and treaty, Constitution rights

PARTIES

3. Plaintiff:Numinutitska Penatekawa Tribal Trust, tribes of Blackfoot Autochthon America Heir Relator indigenous Indian Office Found
4. Plaintiff:Wanag Tahatan-Bey Absolute Trustee for the Tribal Trust
5. Defendant:NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER In rem unlawful Tribal Land Patent Infringement;
6. Defendants: BARRETT, DAFFIN, FRAPPIER, TREDER & WEISS LLP LAW FIRM In rem unlawful Tribal Land Patent Infringement
7. The true names and capacities, whether individual, corporate, partnership, associate, affiliates, hired companies, as such, Defendants: SERVICELINK TITLE COMPANY In Rem, CONVENTUS LLC In Rem; FIDELITY NATIONAL FINANCIAL, INC In Rem; FIRST AMERICAN MORTGAGE SOLUTION INC In Rem, WILLIAM H. WU In Personam or otherwise, of Defendants Does 1 through 100, inclusive ("Doe Defendants"), are unknown to Plaintiff who therefore sues these Doe Defendants by such fictitious named pursuant to Code of Civil Procedure section 474, Plaintiff will seek leave to amend this complaint to allege their true names and capacities when they are ascertained

8. Plaintiff is informed and believes and thereon alleges that each of the Defendants named in this Complaint, including each of the Doe Defendants, is responsible in some manner for one or more of the event and happenings, and proximately caused the infringement and financial damages, hereinafter alleged.

STATEMENT OF UNDISPUTED FACTS

(9). Plaintiff is informed and believes and thereon alleges that each of the Defendants named in this Complaint including each of the Doe Defendants, is and at all relevant times herein mentioned was/is the agent, servant, and/or employee of each of the other Defendants, and that each Defendants was/are acting within the course and scope of his/her/there, or its authority as agents, servants, and/or employee of each of the Defendants.

(10). Consequently, each Defendants is jointly and severally liable to Tribal Trust for the Tribal Land Patent Infringement damages sustained as a direct or proximate result of their conduct. During all time relevant to this action Defendants.

(11). NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER; BARRETT, DAFFIN, FRAPPIER, TREDER, & WEISS LLP LAWFIRM received continuation of notices, July 7, 201, Nov 17, 24, 2017; Dec 1, 8, 2017, Oct 2019, Sept 28, 2021, Oct 6, 2021, May 4, 30, 2022, Dec 26, 2022, Jan 14, 2023 that Numinutitska Penatekawa Tribal Trust as owner filed Declaration of Homestead November 13, 2017; Contra Costa County DOC-2017-0213020-00; Updated Tribal Land Patent; including QUITCLAM DEED Filed within Contra Costa County DOC-2019-0100552-00 Numinutitska Penatekawa Tribal Trust primary owner of 2013 Mount Hamilton Drive, Antioch, California 94531,

(12). During all time relevant to this action Defendants NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER & BARRETT, DAFFIN, FRAPPIER, TREDER, & WEISS LLP LAW FIRM (Hereinafter DEBT COLLECTORS) Oct 27, 2023 received notice of Commercial Lien, Contra Costa County DOC 2022-0167677, Oct 28, 2022 and April 3, 2023 received Newspaper Legal Publication; and on Nov 25, 2022, Dec 2,9,16, 2022; Nov 27, 2022 Financing Statement of NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER DEFAULT,

(13). On June 20, 2023 NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER et al received LETTER OF INTENT TO SUE and Condition of Title CLTA Guarantee Form No. 28 disclosing Lien on Property situs 2013 Mount Hamilton Drive, Antioch, Ca 94531, for Tribal Land Patent & Copyright Infringement Duly recorded at Contra Costa County Office DOC2023-0047994 May 22, 2023.

(14). On May 14, 2023 NATIONSTAR MORTGAGE LLC d/b/a MR COOPER affiliates SERVICELINK TITLE COMPANY, CONVENTUS LLC, FIDELITY NATIONAL FINANCIAL INC, FIRST AMERICAN MORTGAGE SOLUTIONS, INC issue clear title on a clouded Title to furtherance Tribal Land Patent Infringement.

(15). On May 9, 2023 SERVICELINK TITLE COMPANY recorded Color of Title At the behest of Defendant Nationstar Mortgage LLC, d/b/a MR COOPER,GRANT DEED DOC-2023-0043006; to WILLIAM H. WU 1169 Fairford Way San Jose, Ca 95129; FIRST AMERICAN MORTGAGE SOULTIONS c/o CONVENTUS LLC recorded DEED OF TRUST, ASSIGNEMENT OF LEASES AND RENTS, FIXTURE FILING, AND SECURITY AGREEMENT to William H. WU Note Amount $238,150.00 property in question 2013 Mount Hamilton Drive, Antioch, Ca 94531 and William H. WU after notice of Lien; Tribal Land Patent Infringement continue to trespass on Tribal Land.

(16). On June 21, 2023 via Priority Mail Express: EI 244 806 847 US WELLS FARGO BANK N.A. is the Indenture Trustee for NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER and "responsible for paying all debt securities owe by NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER". via Priority Mail Express: EI 244 806 935 US.

(17). Lien Claimant, as such, gave Indenture Trustee after receiving Request for payment on June 21, 2023, until June 30, 2023 to object, rebut, challenged, protest, the Lien to this extent, under the doctrine of estoppel by silence can and will trigger Pro Confesso Judgment and be joint in civil sue as DEFENDANT.

(18). Defendants omission/admission, action or non-action via Doctrine of Estoppel by Silence, Plaintiff avers that no proof of evidence that a rebuttal, object, protest, exist.

(19). WHEREFORE, Plaintiff demands judgment against Defendants by their own admission via Doctrine of Estoppel by Silence for the following:

(20). The sum of $750,000 Tribal Land Patent and Copyright Infringement, together with interest according to law as damages.

(21). Therefore, order Financial Assets Freeze upon NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER, BANK ACCOUNTS, BROKER ACCOUNTS, TRUST ACCOUNTS, ACCOUNT RECEVABLE, INSURANCE 770 CASH ACCOUNTS, BANK CD ACCOUNTS, SAVING ACCOUNTS, SHELL COMPANY ASSETS OWNED or ACQUIRED BY, any and every monetary accounts owned, until Commercial Lien is satisfy and paid full and further;

CONCLUSION

(22). As Indenture Trustee WELLS FARGO BANK, N.A. for Defendant NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER are REPEAT OFFENDER of COMSUMER ABUSES including MORTGAGE FRAUD, that arises with the consumers tax triggered as a punitive assessment evidenced by form 1099-C.

(23). As is has been seen, Indian man is always striving to protect his rights, the most dear being the absolute right to ownership to Indian Land "Allodial Title" This right is guaranteed by Tribal Land Patent, Treaty and public policy of the Congress and Legislative intent behind Statutes at Large. Such fights must be reacquired through the re-declaration of the updated Tribal Land Patent in Lien Claimant name. Autochthon American Indian Ancestral spiritual chief said to its Indian children future generation is lost, including the next generation to come will someday wake up homeless on their owned Tribal Land, because of the colonial squatters

(24). "Immigrants" brutal attack on our ancestral tribe and land from the Indian land grab by use of ALLEGED DEBT COLLECTORS, SERVICING COMPANY, LAW FIRMS weaponizing judicial Court system, and County Recorder Office recording COLOR OF TITLE instruments "MERE IMAGE" into there TITLE SYSTEM as a muniment of title. Brewing Co. v. Payne, 197 No. 422 S.W. 896 (1906). See also Northwest Ordinance of 1787 (1 Stat. 50).

(25). Plaintiff avers. there is NO controversy or triable facts for any jury or Judge to make a legal administrative finding of facts and conclusion of law, based upon overwhelming documentary evidence of Defendants silence to rebut, object, protest in a timely manner. Therefore, this complaint and the Doctrine of estoppel by silence is hereby invoke in this COMPLAINT FOR DAMAGES AND FORECLOSURE OF COMMERICAL LIEN by exhibits attached supporting facts of Estoppel by Silence "STARE DECISIS" Lawful Publication "STARE DECISIS ET NON QUIETA MOVERE" therefore, Plaintiff request immediate Res ipsa loquitur against Defendants upon proof documentary instrumentality issue-forth in this action.

By: Wanag Tahatan Bey
Wanag Tahatan-Bey Absolute Trustee

A notary public or other officer completing this certificate Verifies only the identity of the individual who signed the Document to which this certificate is attached, and not the Truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

JURAT

Subscribed and sworn to (or affirmed) before me on this 30th day of June 2023 by Wanag Tahatan-Bey proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature: .....

(Seal)

GABRIEL NGOZI CHILAKA
COMM # 2428450
CONTRA COSTA County
California Notary Public
Comm Exp Nov. 26, 2026

NOTICE OF INTENT TO LEVY/SUE

NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER & WELLS FARGO BANK, d/b/a Indenture Trustee

Notice to every Responsible Parties: April 3, 2023

ATTACHMENT (A)

First and Final Notice of Copyright Infringement

Carlos M. Pelayo d/b/a, Chief Financial Officer (CFO)
Jay Bray d/b/a Chairman &, Chief Executive Officer (CEO)
Christopher Marshall d/b/a, Chairman & Vice President
Kelly Ann Doherty d/b/a, EVP & Chief Admin Officer
Ethan Elzen d/b/a, EVP Business Development & Operational Financial
Angela Greenfeather d/b/a, EVP & Chief Human Resources Officer
Kurt Johnson d/b/a, EVP & Chief Financial Officer (CFO)
Jay Jones d/b/a, Executive Vice President Servicing
Snezhina Panova-Bakri d/b/a, Chief Audit Officer
Christine Paxton d/b/a, Chief Risk & Compliance Officer
Michael Rawls d/b/a, Executive Vice President & Chief Executive Officer, Xome
Sridhar Sharma d/b/a, Executive Vice President & Chief Information Officer, Xome

ATTACHMENT (B)

LIEN Contra Costa County DOC-2022-0167677 Oct 28, 2022
Six pages with Exhibit(A) Proof of Publication Notice of Commercial Lien
To NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER
DECREE PRO CONFESSO DEFAULT/DEMAND FOR BALANCE DUE
TRIBAL LAND PATENT INFRINGEMENT
DOCTRINE OF ESTOPPEL BY SILENCE

ATTACHEMENT (C)

Financing Statement: MD DEPT: OF ASSESSMENT & TAXATION
File No. 221127-180700
Lapse Date: 11/27/2052
Agricultural Lien
Bailee/Bailor: Bailment Lien: Two pages

ATTACHMENT (D & E)

ATTESTATION OF TRUTH & FACT TRIBAL INFORMAL COMPLAINT & Letter to William H. WU
May 14, 2023 Notice to: SERVICELINK TITLE COMPANY as Trustee
And CONVENTUS LLC as Beneficiary/ c/o FIDELITY NATIONAL FINANCIAL INC
Notice of error clearing title, Three pages, CLTA Guarantee Form No. 28 "Condition of Title Eight pages"

ATTACHMENT (F)
June 18, 2023
LETTER OF INTENT TO SUE TO: NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER LEADERSHIP
LETTER OF INTENT TO SUE TO: WELLS FARGO BANK N.A. AMAR R. PETEL d/b/a Chief Financial Officer (CFO)
WELLS FARGO BANK, N.A. d/b/a Indenture Trustee for Nationstar Mortgage LLC, d/b/a Mr. COOPER

ATTACHMENT (A)

FINAL NOTICE OF DEFAULT AND DEMAND
FOR BALANCE DUE ON COMMERCIAL LIEN
TRIBAL LAND PATENT INFRINGEMENT

TO: Nationstar Mortgage LLC, d/b/a MR. COOPER
8950 CYPRESS WATERS BLVD.
COPPELL, TEXAS 75019

THIS LAWFUL PUBLIC RECORD NOTICE OF DEFAULT/FORFEITED:

Concerns the Commercial Lien enter into Contra Costa County Recorder Office; DOC 2022-0167677 and Superior Court of California, Pittsburg, Ca Case No. C 22-01738, relating to real property situs at 2013 Mount Hamilton Drive, Antioch, California "Indian Province"

Lien Holder: Numinutitska Penatekawa Tribal Trust. "Real Party in Interest" now placed DEFAULT/PRO CONFESSO JUDGMENT for Balance Due $750,000 Tribal Land Patent Infringement.

Lien Debtor: Nationstar Mortgage LLC, d/b/a MR. COPPER et al

(a). Your failure to respond, and/or your Silence did trigger Decree pro confesso judgment. Proper Notice was given via United States Postal Service CERTIFED MAIL RECEIPT NUMBERS: 70212720000320375355, 70220410000173702842; 70212720000320375362, Including to IRS for Tax Fraud every parties concerns et al.

(b). On 21-NOV-2022 date the Commercial Lien became due, any provision of the Lien which Doctrine of laches attaches has attached to the Lien Debtor Silence pro confesso and the Commercial Lien has not been waived or reinstated in any manner by Lien Holder.

(c). LIEN DEBTOR WERE PROVIDED A NOTICE OF COMMERCIAL LIEN DULY RECORDED AND FAILED TO SATISFIED BALANCE DUE BEFORE TIME-REQUIREMENT EXPIRED.

(d). DUE TO YOUR PRO CONFESSO, YOU NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER HAVE NOW FORFEITED all right, title and interest of the property situs at 2013 Mount Hamilton drive, Antioch, Ca 94531 APN# 050-020-013, and are subject to the Lien Holder For the Balance Due, that your right be declared to be forfeited and to revert to the Lien Holder a Perfected Lien, regarding: Tribal Land Patent Infringement and Federal Laws; And Treaties; International Indian Office Found Land encroachment.

(e). YOU ARE COMPEL TO ESTOPPEL, CEASE & DESIST EVERY UNLAWFUL DETAINER ACTION; AND REMOVE PROPERTY FROM MLS # 122133725 LISTING UNTIL BALANCE DUE OF $750,000 HAS BEEN SATIFIED immediately.

This a Lawful Publication: For Lien Holder Balance Due $750,000 against Nationstar Mortgage LLC, d/b/a MR. COOPER et al, any challenges hereto are otherwise estoppel and are forever bar, from their Silence: Decree Pro Confesso. Nationstar Mortgage LLC, d/b/a MR. COOPER are ESTOPPEL from paying any other DEBT obligation until Lien Holder balance Due Is satisfied first, these are terms of the Decree Pro Confesso. This Commercial Lien Debt can and will be reported to DUNS & Brad Street Credit System, Business Credit/System SEC, IRS, DOJ. For Delinquent Debt.

BY: Tahatan-Bey, Waneq Absolute Trustee
To Cestui Que Trust for KEVIN PAUL WOODRUFF
Tahatan-Bey. Waneq

Numinutitska Penatekawa Tribal Trust
c/o 201 13th Street, Suite 12467
Oakland, Indian Office Found "Indian Province"
Near California republic [94604-5701

April 3, 2023

Nationstar Mortgage LLC, d/b/a MR. COOPER
8950 Cypress Waters BLVD.
Coppell, Texas 75019-4620
c/o Carlos M. Pelayo d/b/a Chief Legal Officer

Re: Commercial Lien
Subject: Pro Confesso Judgment
Contra Costa County Recorder DOC-2022-0167677

NOTICE OF INTENT TO LEVY
PLEASE RESPOND IMMEDATELY

Enclosed you will find one true copy of Lien recorded in the county, also filed in Superior Court of California case C22-01738, Legal Publication "Notice of Commercial Lien"; MD Dept. of Assessments & Taxation Financing Statement # 221127-1807000 Lapse date; 11/27/2052.

Notice was given to Nationstar Mortgage LLC, d/b/a MR. COOPER unopposed.

This Notice of Intent to Levy, is issue-forth given all interest parties the opportunity to make payment in the amount specified within the Commercial Lien duly perfected pursuant to operation of law.

This same Notice of Intent to Levy will be mail to the following Leadership who represent Nationstar Mortgage LLC, d/b/a MR. COOPER:

Jay Bray d/b/a Chairman & Chief Executive Officer
Christopher Marshall d/b/a Vice Chairman & President
Kelly Ann Doherty d/b/a EVP and Chief Admin Officer
Ethan Elzen d/b/a EVP, Business Development & Operational Finance
Angela Greenfeather d/b/a EVP & Chief Human Resources Officer
Kurt Johnson d/b/a EVP & Chief Financial Officer
Jay Jones d/b/a/ Executive Vice President Servicing
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Christine Paxton d/b/a Chief Risk & Compliance Officer
Michael Rawls d/b/a Executive Vice President & Chief Executive Officer, Xome
Sridhar Sharma d/b/a Executive Vice President & Chief Information Officer, Xome

The herein so-name Leadership has Ten (10) days opportunity to cure, and to bring the default current, failure to so, can and will trigger Levy and writ of attachment.

Intent to seize Nationstar Mortgage LLC, d/b/a MR. COOPER Tangible & Intangible property and any and every security Account Receivable, Bank Account, Broker Account, CD-Account, 770 insurance cash-flow account, Mortgage-Back Security, Letter of Credit, Judgment, and most of seek a Court Order freezing all bank account, to include Monetary/Assets audit, via Writ of Execution, Writ of Attachment in Tribal Court.

Amount due immediately -$*750,000*00

Any Question please contact (925) 477-9454

Wanag Tahatan-Bey Absolute Trustee

By: Wanag Tahatan-Bey
Wanag Tahatan-Bey Absolute Trustee

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April 3, 2023

Nationstar Mortgage LLC, d/b/a MR. COOPER
8950 Cypress Waters BLVD.
Coppell, Texas 75019-4620
c/o Carlos M. Pelayo d/b/a Chief Legal Officer

Re: Commercial Lien
Subject: Pro Confesso Judgment
Contra Costa County Recorder DOC-2022-0167677

NOTICE OF INTENT TO LEVY
PLEASE RESPOND IMMEDATELY

Enclosed you will find one true copy of Lien recorded in the county, also filed in Superior Court of California case C22-01738, Legal Publication "Notice of Commercial Lien"; MD Dept. of Assessments & Taxation Financing Statement # 221127-1807000 Lapse date; 11/27/2052.

Notice was given to Nationstar Mortgage LLC, d/b/a MR. COOPER unopposed.

This Notice of Intent to Levy, is issue-forth given all interest parties the opportunity to make payment in the amount specified within the Commercial Lien duly perfected pursuant to operation of law.

This same Notice of Intent to Levy will be mail to the following Leadership who represent Nationstar Mortgage LLC, d/b/a MR. COOPER:

Jay Bray d/b/a Chairman & Chief Executive Officer
Christopher Marshall d/b/a Vice Chairman & President
Kelly Ann Doherty d/b/a EVP and Chief Admin Officer
Ethan Elzen d/b/a EVP, Business Development & Operational Finance
Angela Greenfeather d/b/a EVP & Chief Human Resources Officer
Kurt Johnson d/b/a EVP & Chief Financial Officer
Jay Jones d/b/a/ Executive Vice President Servicing
Snezhina Panova-Bakri d/b/a Chief Audit Officer
Christine Paxton d/b/a Chief Risk & Compliance Officer
Michael Rawls d/b/a Executive Vice President & Chief Executive Officer, Xome
Sridhar Sharma d/b/a Executive Vice President & Chief Information Officer, Xome

Numinutitska Penatekawa Tribal Trust
c/o 201 13th Street, Suite 12467
Oakland, Indian Office Found "Indian Province"
Near California republic [94604-5701

April 3, 2023

Nationstar Mortgage LLC, d/b/a MR. COOPER
8950 Cypress Waters BLVD.
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Sridhar Sharma d/b/a Executive Vice President & Chief Information Officer, Xome

The herein so-name Leadership has Ten (10) days opportunity to cure, and to bring the default current, failure to so, can and will trigger Levy and writ of attachment.

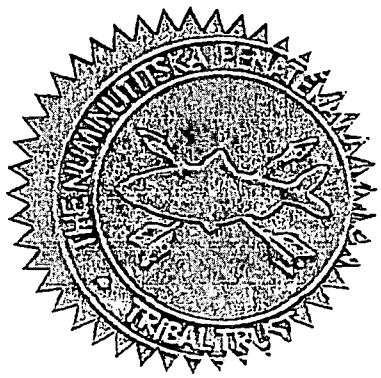
Intent to seize Nationstar Mortgage LLC, d/b/a MR. COOPER Tangible & Intangible property and any and every security Account Receivable, Bank Account, Broker Account, CD-Account, 770 insurance cash-flow account, Mortgage-Back Security, Letter of Credit, Judgment, and most of seek a Court Order freezing all bank account, to include Monetary/Assets audit, via Writ of Execution, Writ of Attachment in Tribal Court.

Amount due immediately -$*750,000*00

Any Question please contact (925) 477-9454

Wanag Tahatan-Bey Absolute Trustee

By: Wanag Tahatan Bey
Wanag Tahatan-Bey Absolute Trustee



ATTACHMENT (B)

Recording Requested By
Wanag Tahatan-Bey Trustee
201 13th Street, Unit 12367
Oakland, Ca 94604

When recorded mail document to
c/o Wanag Tahatan-Bey Absolute Trustee
2013 Mount Hamilton Drive
Antioch, California 94531

$R00008530295$
CONTRA COSTA Co Recorder Office
DEBORAH COOPER, Clerk-Recorder
DOC - 2022-0167677
Friday, Oct 28, 2022 14:41
SB2 Fee:$75.00
Total Paid: $141.00 Receipt#: 202200131007
0000 - Public 189 / WINDOW2 / 1-6

APN: 055-020-013 *The above space is for Recorder's Office use only.*

LIEN

The undersigned Numinutitska Penatekawa Tribal Trust, Wanag Tahatan-Bey Absolute Trustee, claimant, claims a Lien upon the following described real property 2013 Mount Hamilton Drive, Antioch, Ca 94531 Legal Description: LOT 13 Map of Subdivision 7201 In Map Book 354, Page 40. The sum of $750,000.00, together with interest thereon at the rate of 20% percent from October 20, 2022 is due claimant(after deducting all just credits and offsets) for the following Labor, services, furnished by claimant: Security Employee Company Provided Signature Subscription Surety Bond for Home Improvement/ Home Insurance, material to Fix Side/Back yard Fences, Landscaping Grass/Sod, New Toilet Seat, Garbage Disposal as request of, or under contract with Mason McDuffie Mortgage Corp. and Nationstar Mortgage LLC, d/b/a MR. COOPER.

The owner Secretary of Veterans Affairs or reputed owner Nationstar Mortgage LLC, d/b/a MR. COOPER of the property If known and their addresses is/are 3401 West End Avenue, STE 760W, Nashville, TN 37203; and 8950 Cypress Waters BLVD. Coppell, Texas 75019.

NOTICE OF LIEN ATTENTION
On Page Two

VERIFICATION

I, the undersigned, say: I am the claimant or agent of the foregoing Lien claimant; I have read said claim of Lien and know the contents thereof; the same is true of my own knowledge. I am authorized to execute this Claim of Lien. I declare under penalty of perjury that the foregoing is true and correct. See Three Page EXHIBIT (A).

Executed on October 28, 2022 at Antioch, California

By: Wanag Tahatan-Bey

By: Wanag Tahatan-Bey
Numinutitska Penatekawa Tribal Trust,
Wanag Tahatan-Bey Absolute Trustee

PROOF OF SERVICE AFFIDAVIT

I, Yolanda Lewis, declare that I served copies of the above CLAIM OF LIEN by First Class Certified Service, postage prepaid, addressed to each of the parties at the address shown below to: Secretary of Veterans Affairs 3401 West End Avenue, STE 760W, Nashville, TN 37203; and Nationstar Mortgage LLC, d/b/a MR. COOPER 8950 Cypress Waters BLVD. Coppell, Texas 75019 on October 28, 2022

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct

Signed at Pittsburg, California on October 28, 2022. By: Yolanda Lewis

NOTICE OF MECHANICS LIEN ATTENTION

Upon the recording of the enclosed LIEN with the County recorder's office of the county where the property is located, your property is subjection to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the lien is recorded.

The party identified in the lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is required step in filing a lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvement provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON LIENS GO TO THE CONTRACTORS STATE LICENSE BOARD WEB SITE .

By: Wanag Tahatan-Bey
Wanag Tahatan-Bey Absolute Trustee

A notary public or other officer completing this certificate Verifies only the Identity of the Individual who signed the Document to which this certificate is attached, and not The truthfulness, accuracy, or validity of that document.

States of California
County of Contra Costa

On October 28th 2022, before me, Pierce B Young a notary public personally appeared Wanag Tahatan-Bey who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within Instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and Official seal
My Commission Expired April 10th 2025

Signature of Notary Public

PIERCE B. YOUNG
Notary Public - California
Contra Costa County
Commission # 2354157
My Comm. Expires Apr 10, 2025

Regalia Wanag Tahatan-Bey a/k/a
Kevin Woodruff & Regalia Tanya Stutson
c/o 2013 Mount Hamilton Drive
Antioch, California [94531]
(925) 477-9454
wanagtahatan65@yahoo.com

FILED
OCT 27 2022
K. BIEKER CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
BY _____

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA
MARTINEZ DIVISION

KEVIN WOODRUFF; TANYA RENEA STUTSON
Undisclosed principal wanag tahatan-bey and tanya renea stutson absolute Trustee to Cestui Que Trust for BENEFICIARY
Plaintiff/Cestui Que Trustees
vs
SECRETARY OF VETERANS AFFAIRS, OFFICER OF THE UNITED STATES, SUCCESSORS AND ASSIGNS AT THE DEPARTMENT OF VETERANS AFFAIRS, LOAN GUARANTY SERVICE MELLISSA ROBBINS COUTS, DEBORAH A. BOYED IN THEIR INDIVIDUAL CAPACITY ET AL DOES 1 THROUGH 100 ET AL
Defendants/Assigns

Case No.: C-22-01738
Related Case PS-22-0501
Notice of:
COMMERCIAL LIEN AGAINST NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER AND DEPARTMENT OF VETERANS AFFAIRS ET AL FOR TRIBAL LAND PATENT INFRINGEMENT TITLE 25 SEC. 194

Commercial Lien against Nationstar Mortgage LLC d/b/a MR. COOPER and Department of Veterans Affairs et al for Tribal Land Patent Infringement Title 25 Sec. 194

TO: ATTORNEY OF RECORD: McCarthy * Holthus LLP LAW FIRM AND THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA.

We, wanag tahatan-bey and stutson, tanya are the Absolute Trustees to Cestui Qui Trust, for KEVIN PAUL WOODRUFF; TANYA RENEA STUTSON PRINCIPAL Beneficiaries cestui que vie account, ***-** 6559 and 8701, and Autochthon Heir/Indian.

The sole purpose that forms the basis of The Commercial Lien are Tribal Land Patent Infringement Title 25 Section 194, 202.

EXHIBIT "A"

XXI-XX-6559

SUPERIOR COURT OF CALIFORNIA
OF CONTRA COSTA COUNTY

COMMERCIAL LIEN

CASE NO. C-22-01738

Numinutitska Penatekawa Tribal Trust, pursuant to California Statutes and all Applicable Laws *hereby claims a lien upon the following described property:*

PROPERTY DESCRIPTION:

LOT 13, As Shown on The Map of Subdivision 7201
Filed January 11, 1991 In Map Book 354, Page 40
Contra Costa County Records APN: 055-020-013

Property Address: 2013 Mount Hamilton Drive, Antioch, California 94531

The record owner(s) Nationstar Mortgage LLC, d/b/a MR. COOPER
Record Grant Deed: SECRETARY OF VETERANS AFFAIRS, AN OFFICER OF THE UNITED STATES, SUCCESSORS AND ASSIGNS AT THE DEPARTMENT OF VETERANS AFFAIRS, LOAN GUARANTY SERVICE

The amount claimed under this lien from this August 12, 2019 until Lien is paid.

Debts owed: 750,000, in .999 pure troy gold dollars (Title 12 sec. 411) Tribal Land Patent Infringement

This lien is to secure all outstanding debts, damages and/or fees Financing Statement 19-7690532486
Contra Costa County Recorder Docket # 2019-0127290-00

Dated: October 27, 2022

Wanag Tahatan-Bey Absolute Trustee, Lien Claimant
201 13th Street, Unit 3 12367
Oakland, Woodruff Province California [94604-9999]

By: Wanag Tahatan-Bey (Absolute Trustee)
Wanag Tahatan-Bey Absolute Trustee to Cestui Que Vie Trust

A notary public or other officer completing this certificate Verifies only the identity of the individual who shin the Document to which this certificate is attached, and not The truthfulness, accuracy, or validity of that document

State of California

County of Contra Costa

Subscribed and sworn to (or affirmed) before me Pierce B Young Notary Public **on this 27th day of October 2022 by Wanag Tahatan-Bey Absolute Trustee proved to me on the basis of satisfactory evidence to be the person who appeared before me.**

WITNESS my hand and official seal.

Signature _____ SEAL

PIERCE B. YOUNG
Notary Public - California
Contra Costa County
Commission # 2354157
My Comm. Expires Apr 10, 2025

EXHIBIT "A"

CERTIFICATE OF SERVICE

We Wanag Tahatan-Bey; Tanya Stutson Absolute Trustees to Cestui Que Vie Trust for KEVIN PAUL WOODRUFF & TANYA RENEA STUTSON certify under penalty of perjury that the following Commercial Lien for Tribal Land Patent Infringement was mail to ATTORNEY OF RECORD and cc to Congresswoman Dianne Feinstein and Nancy Pelosi. Following address below.

Following Address

McCarthy * Holthus LLP Law Firm
2763 Camino Del Rio S, Suite 100
San Diego, California 92108
Attorney of Record in Case # PS-22-0501
MAIL and Fax (619) 685-4811

cc
Senator Dianne Feinstein
One Post Street, Suite 2450
San Francisco, Ca 94104

Senator Nancy Pelosi
2640 Broadway
San Francisco, Ca 94115

Dated: October 27, 2022

By: Wanag Tahatan Bey
Wanag Tahatan-Bey Absolute Trustee
a/k/a KEVIN PAUL WOODRUFF

By:
Tanya Stutson Absolute Trustee
TANYA RENEA STUTSON

EXHIBIT "A"

Re: 2013 Mount Hamilton Dr., Antioch, CA

Lien Holder: Numinutitska Penatekawa Tribal Trust
Lien Debtor: Nationstar LLC

Proof of Publication

Notice of Commercial Lien

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA, ss

SANDRA L. GODSEY of said County, does hereby certify:

That she is and was during all the times herein mentioned, a citizen of the United States, over the age of 21 years and neither a party to nor in any way interested in the matter or action herein set forth, and is and was competent to be a witness in said matter or action:

That she now and at all times herein mentioned was the principal clerk of the CONTRA COSTA NEWS REGISTER, publishers of THE CONTRA COSTA NEWS REGISTER, which is and was at all times herein mentioned a newspaper of general circulation printed and published semi-weekly in the County of Contra Costa, State of California, and as such principal clerk has now and at all of said times had charge of all legal notices and advertisements in said newspaper; that said CONTRA COSTA NEWS REGISTER is now and was at all times herein mentioned a newspaper of general circulation as that term is defined by Section 6000 of the Government Code, and as provided by said Section, is and at all of said times was published for the dissemination of local and telegraphic news and intelligence of a general character, having a bona fide subscription list of paying subscribers, and is not and at none of said times was devoted to the interests of published for the entertainment or instruction of a particular class, profession, trade, calling, race or denomination, or of any number of such classes, professions, trades, callings, races or denominations; that at all times said newspaper has been established, printed and published at regular intervals in said County and State, for more than one year preceding the date of the first publication of the notice herein mentioned, and was preceded with words printed in black face type not small then nonpareil, describing and expressing in general terms that purport and character of the notice intended to be given.

THAT THE

Notice of Commercial Lien

of which the annexed is a printed copy, was published in said newspaper and not in any supplement thereof on the following dates, to-wit:

Nov. 25; Dec. 2, 9, 16, 2022

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Martinez, CA

this 16th day of December 22

Signature

DECREE PRO CONFESSO DEFAULT/DEMAND FOR BALANCE DUE ON COMMERCIAL LIEN TRIBAL LAND PATENT INFRINGEMENT

TO: Nationstar Mortgage LLC. d/b/a MR. COOPER
850 Cypress Waters Blvd.
Coppell, Texas 75019

LAWFUL PUBLIC RECORD OF DECREE PRO CONFESSO DEFAULT
Concerns the Commercial Lien enter into Contra Costa County Recorder Office: DOC2022-0167677 and Superior Court of California, Pittsburg, CA Case No. C22-01738. relating to real property situs at 2013 Mount Hamilton Drive, Antioch, California "Indian Province"
LIEN HOLDER: Numinutitska Penatekawa Tribal Trust. "Real Property in Interest" own placed
DEFAULT/PRO CONFESSO JUDGEMENT for Balance Due $750,000 Tribal Land Patent Infringement.
LIEN DEBTOR: Nationstar Mortage LLC, d/b/a MR COPPER et al
(a). Your failure to respond, and/or your Silence has trigger Decree pro confesso judgement. Proper Notice was given via United States Postal Service CERTIFIED MAIL RECEIPT NUMBERS: 70212720000320375355, 70220410000173702842, 70212720000320375362, including to IRS for Tax Fraud every parties concerns et al.
(b). On 21-NOV-2022 date the Commercial Lien became due, any provision of the Lien which Doctrine of laches attaches has attached to the Lien Debtor Silence pro confesso and the Commercial Lien has not been waived or reinstated in any manner by lien Holder.
(c). LIEN DEBTOR WERE PROVIDED A NOTICE OF COMMERCIAL LIEN DULY RECORDED AND FAILED TO SATISFIED BALANCE DUE BEFORE TIME-REQUIREMENT EXPIRED.
(d). DUE TO PRO CONFESSO, NATIONSTAR MORTGAGE LLC. d/b/a MR. COOPER HAVE NOW FORFEITED all right, title and interest of the property situs at 2013 Mount Hamilton Drive, Antioch, CA 94531 APN# 050-020-013, and are subject to the Lien Holder For the Balance Due, that your right be declared to be revert to the Lien Holder Perfected Lien, regarding: Tribal Land Patent Infringement and Federal Laws; And Treaties; International Indian Office Found Land encroachment.
(e). NATIONSTAR MORTGAGE LLC. d/b/a MR. COOPER ARE COMPEL TO ESTOPPEL. CEASE & DESIST EVERY UNLAWFUL DETAINER ACTION; AND REMOVE PROPERTY FROM MLS#122133725 LISTING UNTIL BALANCE DUE OF $750,000 HAS BEEN SATIFIED immediately.
This a Lawful Publication: For Lien Holder Balance Due $750,000 against Nationstar Mortgage LLC, d/b/a MR. COOPER et al, any challenges hereto are otherwise estoppel and are forever bar, from their Silence: Decree Pro Confesso. Nationstar Mortgage LLC. d/b/a MR. COOPER et al,
are ESTOPPEL from paying any other DEBT obligation until \Lien Holder balance Due is satisfied first, these are terms of the Degree Pro Confesso.
This Commercial Len Debt can and will be reported to DUNS & Brad Street Credit System, Business Credit/System SEC, IRS, DOJ. For Delinquent Debt.
Pub: Nov. 25; Dec. 2, 9, 16, 2022

April 3, 2023

TO: Nationstar Mortgage LLC, d/b/a MR. COOPER
c/o 8950 Cypress Waters BLVD.
Coppell, Texas 75019-4620
MR. COOPER Leadership

From: Numinutitska Penatekawa Tribal Trust
c/o 201 13th Street, Unit # 12367
Oakland, Indian Province near
California Republic [94604-5701]
Lien Creditor: DOC-2022-0167677
Financing Statement No. 221127-1807000
MD DEPT. OF ASSESSMENT & TAXATION
LAPSE Date: 11/27/2052

Copyright Reg. No TXu 2-347-364
Express Inter Vivos Living Trust # *856524818*
Equitable Allonge Note Bond # 355385935

I, Wanag Tahatan-Bey Absolute Trustee d/b/a Kevin Woodruff issue-forth this communication to request/demand payment re Perfected Commercial Lien -$*750,000*00 in DEFAULT and due immediately refer to enclosed Lawful Publication.

The Trustee for the Tribal Trust has continuously attempt to obtained payment to no avail. NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER continue to use deceptive business practices to avoid its DEBT OBLIGATION; and all NOTICES.

We ask at this time for Nationstar Mortgage LLC, d/b/a MR. COOPER and its d/b/a Representative to suspend use of Tribal Land Patent Infringement "Criminal/Civil Trespassing".

Please take Notice that: NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER is time-bar and waived any affirmative Defenses.

We have communicated the Perfected Commercial Lien to Dun & Bradstreet Business Credit reporting bearing MR. COOPER D-U-N-S number 878046069; and Nationstar Mortgage LLC, D-U-N-S Number 110485328; TransUnion Business Credit Reporting; Equifax Business Credit Reporting; and Experian Business Credit Reporting, and SEC with Notice Intent to levy NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER for Delinquent Commercial Lien.

By: Wanag Tahatan-Bey
Wanag Tahatan-Bey d/b/a Kevin Woodruff

We have also communicated to IRS Criminal Investigation Dept. requesting a full tax audit as to 1099-A, 1099-B, 1099-OID; and request the United States Attorney General Office Tax department to investigate NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER Deceptive business practices regarding misleading Taxable event filing, but not limited to.

United States Attorney General
Dept. of Justice/Civil/Tax Div.
c/o Merrick B. Garland
950 Pennsylvania Avenue NW
Washington, D.C. 20530

Dept. of the Treasury
Internal Revenue Service
Inspector General CID
1500 Pennsylvania Ave. NW Room 4436
Washington, D.C. 20220

Internal Revenue Service
c/o Daniel Werfel d/b/a Commissioner
1111 Constitution Avenue NW
Washington, D.C. 20224

CBP Headquarters/US
Customs & Border Protection
c/o Troy A. Miller d/b/a Commissioner
1300 Pennsylvania Ave. NW
Washington, D.C. 20229

Dept of Homeland security
245 Murray lane, SW
Washington, D.C. 20528-0075

Federal Trade Commission
600 Pennsylvania Ave. NW
Washington, D.C. 20580

ATTACHMENT (C)

[redacted]

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Absolute Trustee	9254779454
B. E-MAIL CONTACT AT FILER (optional)	
wanagtahatan65@yahoo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Wanag Tahatan-Bey 2013 Mount Hamilton Drive Antioch, CA 94531	

MD DEPT. OF ASSESSMENTS & TAXATION
221120-2319000 NS
Lapse Date: 11/20/2052
Date: 11/20/2022
Time 11:19 PM
Page Count: 9 Pg
Debtor Count: 2
Filing Fees: $75.00
Electronic Records Access: $0.00
Total: $75.00
Order ID# 62019706

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME: NATIONSTAR MORTGAGE, d/b/a MR. COOPER

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
8950 CYPRESS WATERS BLVD. I None	COPPELL	TX	75019	US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME: SECRETARY OF VETERANS AFFAIRS

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
810 VERMONT AVE, NW	WASHINGTON	DC	20420	US

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: Numinutitska Penatekawa Tribal Trust

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2013 Mount Hamilton Drive	Antioch	CA	94531	US

4. COLLATERAL: This financing statement covers the following collateral:

This Collateral constitutes lawful recordation in the local Contra Costa County Recorder Office DOC 2022-0167677 Commercial Marketable Lien Security against Nationstar Mortgage LLC, d/b/a MR. COOPER assigns CEO, CFO, representative, and Secretary of Veterans Affairs, upon there failure to object, rebut, or challenge has trigger Commercial Silence for a Decree Pro Confesso Lien balance due $750,000 for Tribal Land Patent Infringement.

See attachment.

5. Check only if applicable and check only one box: Collateral is ☒ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☒ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☒ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☒ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
IRS CAF No. 0313-81578R Absolute Trustee

(Rev. 04/20/11)

UCC FINANCING STATEMENT ADDENDUM UCC-1Ad

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME
NATIONSTAR MORTGAGE, d/b/a MR. COOPER

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

MD DEPT. OF ASSESSMENTS & TAXATION
221120-2319000 NS

Date: 11/20/2022
Time: 11:19 PM
Page Count: 9 Pg
Debtor Count: 2
Filing Fees: $75.00
Electronic Records Access: $0.00
Total: $75.00
Order ID# 62019706

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

10c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☒ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
Tahatan-Bey Absolute Trustee	Wanag		

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2013 Mount Hamilton Drive	Antioch	CA	94531	US

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

See attachment.

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:
Accepted for Settlement and Closure Absolute Trustees cestui que trust

(Rev. 04/20/11)

UCC-1AP

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

18a. ORGANIZATION'S NAME
NATIONSTAR MORTGAGE, d/b/a MR. COOPER

OR

18b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

MD DEPT. OF ASSESSMENTS & TAXATION
221120-231900 NS

Date: 11/20/2022
Time: 11:19 PM
Page Count: 9 Pg
Debtor Count: 2
Filing Fees: $75.00
Electronic Records Access: $0.00
Total: $75.00
Order ID# 62019706

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME

OR

19b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

19c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME

OR

20b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

20c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME

OR

21b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

21c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

22. ☒ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME
BBYW Holding Government Entity

OR

22b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

22c. MAILING ADDRESS
201 13th Street

CITY
Oakland

STATE
CA

POSTAL CODE
94604

COUNTRY
US

23. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME

OR

23b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

23c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

24. MISCELLANEOUS:

[redacted]

$R0000962796$

CONTRA COSTA Co Recorder Office
KRISTIN B. CONNELLY, Clerk-Recorder
DOC - 2023-0047994
Monday, May 22, 2023 10:45:17
SB2 Fee:$75.00

Total Paid: $109.00 **Receipt#: 202300042686**
0000 - Public 225 / WINDOW1 / 1-3

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
(925) 477-9454

B. E-MAIL CONTACT AT FILER (optional)
wanagtahatan65@yahoo.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Wanag Tahatan-Bey d/b/a Kevin Paul Woodruff
Numinutitska Penatekawa Tribal Trust
RE299520375 Tahatan Thrift Fund 22198404 Asset MGT
2730 Tregallas Rd. Unit 3972
Antioch, Indian Province, near California 94509

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
8950 CYPRESS WATERS BLVD.	COPPELL	TX	75019	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME
SERVICELINK TITLE COMPANY

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
117 MAIN ST.	MARBLE FALLS	TX	78654	USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Numinutitska Penatekawa Tribal Trust

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2013 Mount Hamilton Drive	Antioch	Ca	94531	uSA

4. COLLATERAL: This financing statement covers the following collateral:

The Nunc Pro Tunc- 2017, interest of Numinutitska Penatekawa Tribal Trust as Secure Party (SP); and Wanag Tahatan-Bey as Absolute Trustee as Assignor Secure Party (ASP) d/b/a Kevin Paul Woodruff Copyright Reg. TXu 2-347-364 to Secure DEBTORS every aspect of the property owned by or Secured by DEBTORS, not limited to tangible, intangible assets, physical possessions, incorporeal property, hereditaments, account receivable, warehouse receipts, letter of credit, account document of title, chattel paper, incentory equipment, investment property, surety bond, Commercial Lien, Mechanics Lien, DEBTORS prefered stock, Insurance cash Policy, Tax-free 770 index insurance account, CD, United States Treasury Bonds, every evidence of Indebtedness, Corporate Bank Accounts, Corporate Tax Credit, acquired assets now , but not limite to, all DEBTORS assets cannot be protected from Bankruptcy proceeding, Due to the Pro Confesso Judgment from the unrebutted, non-objection, or challagned Legal Publication duly record within Contra Costa County recorded Office Commercial Lien DOC-2022167677, subject property 2013 Mount Hamilton Drive, Antioch, CA 94531.
every debtors assets are now nunc pro tunc-2017 owned by Tribal Trust to satisfy Lien 2022167677, which attaches to any new owner of subject property Tax No. 055-020-013

5. Check only if applicable and check only one box: Collateral is ☑ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☑ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☑ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☑ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
Copyright Registration TXu 2-347-364 Homeland Security CBP Recordation COP2300067

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

18a. ORGANIZATION'S NAME: NATIONSTAR MORTGAGE LLC d/b/a MR COOPER

OR

18b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME: SERVICELINK TITLE COMPANY

OR

19b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

19c. MAILING ADDRESS: 117 MAIN STREET | CITY: MARBLE FALLS | STATE: TX | POSTAL CODE: 78654 | COUNTRY: USA

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME: CONVENTUS LLC

OR

20b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

20c. MAILING ADDRESS: 111 POTRERO AVENUE | CITY: SAN FRANCISCO | STATE: CA | POSTAL CODE: 94103 | COUNTRY: USA

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME: SAFECO INSURANCE COMPANY; HUB INT'L SERVICES AGENT

OR

21b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

21c. MAILING ADDRESS: 600 CORPORATE POINTE Ste: 600 | CITY: CULVER CITY | STATE: CA | POSTAL CODE: 90230 | COUNTRY: USA

22. ☑ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME: RE299520375 Tahatan Thrift Fund 22198404 Assets MGT LLC

OR

22b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

22c. MAILING ADDRESS: 2730 Tregallas Rd. Unit# 3972 | CITY: Antioch | STATE: Ca | POSTAL CODE: 94509 | COUNTRY: uSA

23. ☑ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME: Kevin Paul Woodruff Express Inter Vivos Living Trust TXu 2-347-364

OR

23b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

23c. MAILING ADDRESS: 2730 Tregallas Rd. Unit# 3972 | CITY: Antioch | STATE: Ca | POSTAL CODE: 94509 | COUNTRY: uSA

24. MISCELLANEOUS:

Express Inter Vivos Living Trust 85-6524818 Allonge Full faith & Credit # 15013162-1, Funding Bond # 355385935; associate with Treasury Settlement Agreement, Financing Statement: 2020-351-0357-3 Entitlement Assets Account AG 59880464; Financing Statement Amendment 230108-0016000 "Assignment" Pay To: Wanag Tahatan-Bey Trustee; Treasury Payment Order Assignee: Janet Yellen d/b/a United States Treasury Secretary.

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME
NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provice (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME
FIRST AMERICAN MORTGAGE SOLUTIONS

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o 1795 INTERNATIONAL WAY	IDAHO FALLS	ID	83402	USA

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☑ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
Tahatan-Bey	Wanag		

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o 2730 Tregallas Rd. Unit# 3972	Antioch	Ca	94509	uSA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

This additional Collateral of DEBTORS which are Infringing upon Tribal Land Patent; and Copyright TXu 2-347-364 every listed DEBTORS Lien Liability nunc pro tunc-2017, Recorded at Contra Costa County DOC-2022-167677 shall be satisfy before, releasing any Corporate Account Payable to other CREDITORS.

13. ☑ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

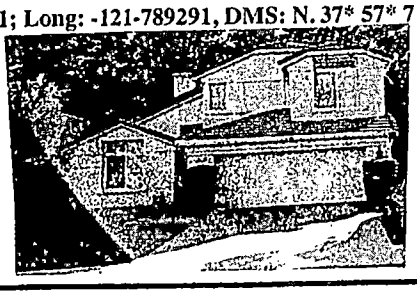
14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☑ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):
Numinuttitska Penatekawa Tribal Trust

2013 Mount Hamilton Drive
Antioch, California 94531
4bedroom 1 1/2 Bathroom
Land 1,799 Sqft Land Size 5,000 Sqft

Ancestral Updated Tribal Land Patent 2017
Contra Costa County DOC-2017-0213020-00

16. Description of real estate:
Lat: 37.966031; Long: -121-789291, DMS: N. 37* 57* 7116, W. 121* 47* 21.4476



17. MISCELLANEOUS:
S.CON.RES. 76; Title 15 Section 1693o-1; Bona-Fide Tribal Land Patent & Copyright Infringement TXu 2-347-364

ATTACHMENT (D & E)

Numinutitska Penatekawa Tribal Trust
Indian Office Found
Wanag Tahatan-Bey Absolute Trustee
c/o 201 13th Street, Unit # 12367
Oakland, Indian Province near California
[94604-5701]

May 14, 2023

SERVICELINK TITLE COMPANY as Trustee;
And CONVENTUS LLC AS BENEFICIARY
117 MAIN STREET
MARBLE FALLS, TEXAS 78654
CHRIS AZUR (CEO)
DAVID HOLLAND (CFO)
TEL: 830-693-3631
FAX: 830-693-3633
c/o FIDELITY NATIONAL FINANCIAL, INC EIN: 16-1725106

RE: Copyright and Tribal land Patent Violation
Subject: Infringement, Pillaging the Embezzlement against Estate

ATTESTATION OF TRUTH & FACT TRIBAL INFORMAL COMPLAINT
INDIAN OFFICE FOUND

TO: Whom It May Concern: Desk Clerk or Officer Holder

Wanag Tahatan-Bey Absolute Trustee for Muminutitska Penatekawa Tribal Trust with Copyright Registration No. TXu 2-347-364; and updated Tribal Land Patent on property in question.

Wanag Tahatan-Bey d/b/a Kevin Paul Woodruff do solemnly sincerely declare that: it is my clear understanding that SERVICELINK TITLE COMPANY, as trustee ("Trustee"); CLEAR TITLE for WILLIAM H. WU, a Single Man, as trustor ("Borrower") address 1169 Fairford Way, San Jose, CA 95129 (Note Amount: $238,150.00 Property Address 2013 Mt Hamilton Drive, Antioch, CA 94531; and CONVENTUS LLC, a LLC (CFL License No. 60DBO-43745), as Beneficiary ("Lender") address 111 Potrero Avenue, San Francisco, Ca 94103.

As such, NATIONSTAR MORTGAGE, LLC d/b/a MR COOPER filed a wild-GRANT DEED to WILLIAM H. WU , a single man, with transfer tax of $477.40 April 10, 2023, sign by MELISSA PATTERSON on April 12, 2023, "TITLE SECRETARY" ON BEHALF OF PROMINENT ESCROW AS ATTORNEY IN FACT without documentation disclosing "ATTORNEY -IN-FACT as mandated by operation of law.

However, SERVICELINK requested recording DOC- 2023-0043007 color of title DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING, AND SECURITY AGREEMENT May 9, 2023; and when recorded mail to FIRST AMERICAN MORTGAGE SOLUTIONS C/O CONVENTUS LLC 1795 INTERNATIONAL WAY IDAHO FALLS, ID 83402.

Speaking to the above violation first and foremost, NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER knew that property situs at 2013 Mount Hamilton Drive, Antioch, California 94531 is a Tribal Land Patent and Commercial Lien on the property for Tribal Land Patent Infringement duly recorded in Contra Costa County land record and has a Copyright Registration Number TXu 2-347-364; and duly recorded in the Local Newspaper in Contra Costa County. Most importantly, NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER filed Fraudulent Tax 1099-A claiming to be the "LENDER" and d/b/a Kevin Paul Woodruff "Borrower" responsible for an alleged LOAN/DEBT TO THEM.

It appears at first glance, that SERVICELINK TITLE COMPANY CLEAR CHAIN OF TITLE on property at 2013 Mount Hamilton Drive, Antioch, California 94531 that has an updated Tribal Land Patent and Commercial Lien duly recorded in land record of Contra Costa County Recorder Office.

It is obvious why NATIONSTAR MORTGAGE LLC d/b/a MR COOPER use SERVICELINK TITLE COMPANY; CONVENTUS LLC a CALIFORNIA LIMITED LIABILITY COMPANY without disclosing "Tribal Land Patent, Copyright Infringement current civil suit, to diminish their fraudulent/criminal/civil Liability.

YES, a title company can clear title when there is a lien on the property. However, the title company will need to work with the lienholder "Numinutitska Penatekawa Tribal Trust" Trustee to satisfy the lien before the title can be cleared. Once the lien is satisfied, the title company can issue a title insurance policy that guarantees the title to the property.

There are steps involved in clearing title where there is a lien on the property:

(1). The title company will conduct a title search to identify ALL LIEN on the property.
(2). The title company will contact the lienholders to determine the amount of the lien and the terms of satisfaction.
(3). The property owner will pay off the lien or negotiate a release with the lienholder.

In this case, SERVICELINK TITLE COMPANY & CONVENTUS LLC, use deceptive practices to clear title, by filing a "Color of Title" DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING, AND SECURITY AGREEMENT on May 4, 2023 to WILLIAM H. WU a single man Note Amount: $238,150.00 without taking the three steps in clearing title.

All Four of these companies including Contra Costa County Recorder which should have search county record for any lien, before filing, Grant Deed or Deed of Trust or accepting Transfer Taxes.

What important here, NATIONSTAR MORTGAGE, LLC d/b/a MR COOPER issue-forth a 1099-A claiming to purchase property located at 2013 Mount Hamilton Drive, Antioch, CA 94531 at an AUCTION September 28, 2021 knowing an updated Tribal Land Patent; and Copyright, Commercial Lien is connected to the property.

Here again, history continue to repeat itself, taking of TRIBAL LAND in violation of Title 25 Section 194, 202

NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER, SERVICELINK LLC, FIRST AMERICAN MORTGAGE SOLUTIONS C/O CONVENTUS LLC, CONTRA COSTA COUNTY RECORDER CLERK; SUPERIOR COURT OF CALIFORNIA, MARTINEZ, PITTSBURG are ABHOR TRIBAL LAND TRANSGRESSORS, BELLIGERENT OCCUPIERS, Systematically weaponize court-system, county-system, tax-system in order to aid and abet their criminal trespass Ab Initio "to try title" TRESPASS DE BONIS ASPORTATIS, that amount to BREACH OF PUBLIC TRUST

Wanag Tahatan-Bey is a Nanticoke Blackfoot Autochthon Heir on Ancestral Tribal Amexem Land "Original Sprinkle Blood copper-colored Heir with the Land" Tribal Birthright which the right of sprinkle blood cannot be destroy by any DE FACTO CORPORATE ENTITY or be rescinded, abridged, abrogated, or annulled, without consent of the tribe or Tribal Trustee authorization.

Wanag Tahatan-Bey has claimed his primogenitor birthrights afforded to him ancestors Nanticoke Blackfoot Indian Office Found, which is protected by H.Con.Res 331 (100th) Federal Congress government-to-government relationship between Indian tribes and the United States.

NOTICE TO ALL:

Wanag Tahatan-Bey, is the Absolute Trustee for Numinutitska Penatekawa Tribal Trust and has a bona-fide "Quitclaim Deed" Contra Costa County Recorder Office DOC 2019-0100552-00 and "Declaration of Homestead" Tribal Land Patent Contra Costa County Recorder Office DOC- 2017-0213020-00 re APN # 055-020-013, 2013 Mount Hamilton Drive, Antioch, Ca 94531, duly Copyright Registration No. TXu 2-347-364, in which NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER, A2Z REAILTY INC have continue to commit Tribal Land Patent and Copyright Infringement even after numerous notices, as such, a Bona-fide Commercial Lien against NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER Duly recorded at Contra Costa County Recorder office DOC-2022-0167677. CONTRA COSTA NEWS REGISTER.

Wherefore: Wanag Tahatan-Bey Absolute Trustee demand that the Office of ALL COURTESY NOTICES PARTYIES Initiate inquiry and or investigation with possible Criminal Indictment as to these herein Corporations/LLC Title Company, Servicing Company deceptive unfair business practice operating within California Jurisdictional front weaponizing and manipulating County recorder offices and state court to aid in fraudulent scheme to deprive Tribal Indian of the right to be free from Commercial abuse.
avoid Homeland Security, Custom Border Protection (CBP) Complaint with copy schedule for Copyright Infringement.

Wanag Tahatan-Bey d/b/a Kevin Paul Woodruff will Invoke United States Attorney General for violation of Title 25 section 175 to represent Tribal Indian.

By: Wanag Tahatan-Bey
Wanag Tahatan-Bey Absolute Trustee
LienHolder

cc

California Insurance Commissioner.
Insurance Fraud Dept
c/o Ricardo Lara or his successor

California State Senator
Steven M. Glazer-DEM
1021 O Street, Suite 7520
Sacramento, CA95814-4900

California Attorney General
Fraud Dept.
Rob Bonta
1300 I Street
Sacramento, CA 95814-2919

United States Dept. of Justice
Office of Tribal Justice (OTJ)
Updated Tribal Land Patent Infringement
Tracy Toulou Director
950 Pennsylvania Ave., NW
Washington, D.C. 20530-0001

United States Attorney General Office
Fraud Dept.
Merrick B. Garland A.G.
950 Pennsylvania Ave., NW
Washington, D.C. 20350-0001

Contra Costa County Attorney
Diana Becton D.A.
1025 Escobar Street 1st Floor
Martinez, Ca 94553

Contra Costa County Clerk
Kristin B. Connelly Clerk
1025 Escobar Street, 1th Floor
Martinez, CA 94553

Homeland Security
Copyright Infringement
20 Massachusetts Ave,. N.W.
Washington, D.C. 20529-2120

Custom Border Protection (CBP)
Copyright Infringement
1300 Pennsylvania Ave,. N.W.
MS 1345
Washington, D.C. 20229

SAFECO INSURANCE COMPANY
c/o WILLIAM H. WU
POLICY # OA5156855
HUB INT'L INS SERVICES INC
600 CORPORATE POINTE, STE: 600
CULVER CITY, CA 90230

EI 244 806 949 US

Wanag tahatan-Bey Trustee, d/b/a Kevin Paul Woodruff
Principal Copyright Reg. TXu 2-347-364
Tanya Stutson Principal Consumer
c/o 2730 W. Tregallas Rd. Unit # 3972
Antioch, California 94509-3972

WILLIAM H. WU
c/o 1169 FAIRFORD WAY
SAN JOSE, CA 95129

FIRST AND FINAL NOTICE OF COPYRIGHT INFRINGEMENT

Re: **Request for Payment In full**

Good Day Mr. William H. Wu

I am Wanag Tahatan-Bey Absolute Trustee for Numinutitska Penatekawa Tribal Trust.
It is my understanding that you are the Buyer for the property in question: 2013 Mount Hamilton Drive, Antioch, California 94531.

First and foremost thank you for accepting liability (Commercial Liens). As such, SERVICELINK TITLE COMPANY failed to disclosed, the Bona-Fide active commercial Liens and Civil Suit see CLTA Guarantee Form No. 28 Condition of Title No. 5026900-6989394.

For reference purposes ONLY see two page letter to SERVICELINK TITLE COMPANY

Let me be clear, your color of title GRANT DEED DOC 2023-0043006; and DEED OF TRUST, ASSIGNEMNT OF LEASES AND RENTS FIXTURE FILING, AND SECURITY AGREEMENT DOC 2023-0043007 in which Note Amount of $238,150.00 is in error, because payment should have been pay to: Numinutitska Penatekawa Tribal Trust to satisfy the Priority Commerical Lien recorded in Contra Costa County Recorder office refer to page (7) of the CLTA Guarantee Form No. 28 Condition of Title.

WHEREFORE, THERE IS A CLOUD ON THE TITLE

However, since you accept all liability, once you purchase the property in question 2013 Mount Hamilton Drive, Antioch, California 94531. Wanag Tahatan-Bey Absolute Trustee for the Tribal Trust DEMAND PAYMENT that you satisfy Commerical Lien See page Seven (7) in the Condition of Title DOC-2022167677 Contra Costa County, and the Breach of Library of Congress Copyright Registration No. TXu 2-347-364 Equitable Allonge.

Please received this correspondence as giving you opportunity to satisfy the liability, before any action or Unlawful detainer being filed for Breach of tribal land patent infringement after **NOTICE TO YOU.**

This letter of notice, is not meant to mislead or harass, but to disclosed tribal land patent infringement and request for payment.

If you Mr. William H. WU failed to reply your SILENCE IS ACCEPTANCE and the Trustee can and will seek a unlawful detainer; civil writ of execution, and judgment Lien.

EI 244 806 949 US

Enclosed:

Two page letter to SERVICELINK TITLE COMPANY, FIRST AMERICAN MORTGAGE SOLUTIONS, CONVENTUS LLC, NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER; and WELLS FARGO BANK N.A. Indenture Trustee for MR COOPER.

CLTA Guarantee Form No. 28 Condition of Title Eight (8) pages

cc

DEPARTMENT OF JUSTICE
Office of Tribal Justice
Tracy Toulou d/b/a Tribal Justice Director
950 Pennsylvania Avenue NW
Washington, D.C. 20530-0001

DEPARTMENT OF JUSTICE
FRAUD DEPT.
Rob Bonta d/b/a CA Attorney General
1300 I Street
Sacramento, CA 95814-2919

c/o Dept of Justice
Civil Trespassing
Rob Bonta d/b/a CA Attorney General
P.O. Box 944255
Sacramento, CA 94244-2550

HomeLand Security, Customs Board of Protection (CBP)
Copyright/Land Patent Infringement TXu 2-347-364
Enforcement Complaint Dept.
ATTN: Troy A. Miller d/b/a Homeland Security Commissioner
1300 Pennsylvania Avenue, N.W.
Washington, D.C. 20229

By: .....
Wanag Tahatan-Bey Trustee

USPS Tracking®

FAQs >

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Tracking Number:

EI244806949US

Copy Add to Informed Delivery
(https://informeddelivery.usps.com/)

Scheduled Delivery by

TUESDAY

20 June 2023 ⓘ by **6:00pm** ⓘ

Your item was delivered at the front door or porch at 5:40 pm on June 20, 2023 in SAN JOSE, CA 95129.
Waiver of signature was exercised at time of delivery.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered
Delivered, Front Door/Porch
SAN JOSE, CA 95129
June 20, 2023, 5:40 pm

Out for Delivery
SAN JOSE, CA 95129
June 20, 2023, 8:15 am

Arrived at Post Office
SAN JOSE, CA 95117
June 20, 2023, 8:04 am

Arrived at USPS Regional Facility

Feedback

Registered Mail Number: RE 211 783 850 US

Notice of Acknowledgement and Acceptance in its entirety of every Equitable Interest, Receivables, Rents, proceeds, profits etc., and return for Bailment settlement and closure on account number 0652152307 with select Portfolio Servicing Inc NATIONSTAR MORTGAGE LLC d/b/a MR COOPER & SERVICELINK TITLE COMPANY; FIRST AMERICAN MORTGAGE SOLUTIONS c/o CONVENTUS LLC; WELLS FARGO BANK INDENTURE TRUSTEE FOR NATIONSTAR MORTGAGE LLC, d/b/a MR COOPEREIN: 75-2921540

From:
Indian Office Found
Numinutitska Penatekawa Tribal Trust
RE299520375 Tahatan Thrift Fund 22198404 Assets Mtg LLC
c/o Wanag Tahatan-Bey Absolute Trustee
2730 Tregallas Rd. Unit # 3972
Antioch, California 94509

TO:
AMAR R. PETEL d/b/a Chief Financial Officer (CFO)
c/o WELLS FARGO BANK d/b/a Indenture Trustee for
NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER
8950 CYPRESS WATERS BLVD.
COPPELL, TEXAS 75019

And
SERVICELINK TITLE COMPANY'
FIRST AMERICAN MORTGAGE SOLUTIONS
c/o CONVENTUS LLC
WILLIAM H. WU

Remittance: Acknowledgement & Acceptance in its Entirety

Acquisition of Equitable Interest and Property every Securities, 1099-OID, Tax Transaction Escrow on Account 065212307; Original loan Number 110170363 Cusip # 383OGZV9 Parcel Number 055-020-013 Tribal Land Patent; Copyright TXu 2-347-364 Infringement.

Wanag Tahatan-Bey d/b/a Kevin Paul Woodruff (TTEE) Private Autochthon Tribal Protected Heir "American Indian", Indian Office Found, with intent and purpose do hereby Acknowledge, Accept in its entirety every rights, titles, interest, dividends, derivatives, debentures, tangible, intangible assets, chattel, securities, trust residuals, trust residue, rent, profits, proceeds, tribal lien, tribal land patent and property hereditaments related to trust property situs 2013 Mount Hamilton Drive, Antioch, California 94531 Library of Congress Copyright Registered Number TXu 2-347-364, effects on Account 0652152307.

Every Grant Deed, Trust of Trust "ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND SECURITY AGREEMENT" TAX TRANSACTION 1099-A, associated with NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER, on Account 0652152307, and SERVICELINK TITLE COMPANY as Trustee, and CONVENTUS LLC, as Beneficiary (Lender), FIRST AMERICAN MORTGAGE SOLUTIONS file document in Contra Costa County recorder office DOV- 2023-0043007 at the behest for NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER.

After Fair NOTICES to NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER, continue to Infringe Trespass Ab Initio "to try title" "TRESPASS DE BONIS ASPORTATIS" on Tribal Land Patent Infringement, and deceitfully manipulated SERVICELINK TITLE COMPANY to Clear Title on APN 055-020-013 subject property without disclosing subject property has Tribal Land Patent, and Liens or the subject property is Tribal Trust property and Copyright TXu 2-347-364 within Express Inter Vivos Living Trust. However, it is the responsibility of Servicing Title Company to do title search prior to clearing title on any and every subject properties as a course of business.

In this scenario, NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER file IRS 1099-A as "LENDER" EIN 75-2921540, BORROWERS TIN *****8701 Date of Lender Acquisition allegedly at Auction on 09/28/2021 balance of principal $449,265.88; and Fair market value of subject property $526,153.00, knowing infringement of Tribal Land Patent, However, pursuant to operation of law, Servicing company CANNOT take possession or sale, buy subject property with a TRIBAL LAND PATENT, unless servicing has a LIEN on the subject property, there exist no evidence.

In this subject-matter, SERVICELINK TITLE COMPANY failed to contact lienholding Numinutitska Penatekawa Tribal Trust, or Trustee to work with lienholder to satisfy the lien before title can be cleared.

Instead, SERVICELINK TITLE COMPANY CLEARED TITLE on subject property therefore, opening the door for SAFECO INSURANCE COMPANY "HUBINT'L INS SERVICES INC" to issue Insurance Policy # OA5156855 for WILLIAM H. WU for 2013 Mount Hamilton Drive, Antioch, CA 94531-8331.

NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER; SERVICELINK TITLE COMPANY, CONVENTUS LLC, FIRST AMERICAN MORTGAGE SOLUTIONS; ASSOCIATED WITH FIDELITY NATIONAL FINANCIAL INC EIN# 16-1725106, all collaborated together and Breach its duty to provide Honest Services and coerce Innocent parties SAFECO INSURANCE CO; WILLIAM H. WU by and through nondisclosure misrepresentation, deceptive practices, unfair business to part-take into criminal trespass "TRIBAL LAND PATENT & COPYRIGHT TXu 2-347-364 INFRINGEMENT, whereby liability attaches to incoming potential Buyer William H. Wu, which, at first glance participate in LEGAL FRAUD PERPETRATED BY GRANT DEED & DEED OF TRUST color of title a "mere Image".

Therefore, Trustee demand satisfaction of lien, because of the error & omission, Identity Theft, mischaracterization, insiders transactional Fraudulent tax transaction; concealment; and Tribal Land Patent & Copyright Infringement orchestrated by NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER; SERVICELINK TITLE COMPANY, CONVENTUS LLC; FIRST AMERICAN MORTGAGE SOLUTIONS 'DE BONIS ASPORTATIS"

Wherefore, Mr. William H. WU, Trustee for the Tribal Trust, request that you satisfy subject property lien duly filed within Contra Costa County Recorder Office DOC-2022-0167677 to avoid being enjoin in a ongoing CIVIL ACTION, for Tribal Land Patent & Copyright TXu 2-347-364 Infringement duly recorded with Homeland Security & Custom Border Protection (CBP) which 337 Complaint can and will be issue for remittance cost to NUMINUTITSKA PENATEKAWA TRIBAL TRUST associated with Express Inter Vivos Living Trust recorded in Library of Congress Copyright.

Enclosed: Corrected 1099-A duly filed with IRS/ 1096

By: .....

Wanag Tahatan-Bey d/b/a Kevin Paul Woodruff

Copyright TXu 2-347-364

First American Title	CLTA Guarantee Form No. 28 - Condition of Title
Guarantee	ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-6989394**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

By:

Authorized Countersignature

This jacket was created electronically and constitutes an original document

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EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.

(b) Defects, liens, encumbrances, adverse claims or other matters , whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.

(c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.

(d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

(e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.

(f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.

(g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.
The following terms when used in the Guarantee mean:

a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.

b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.

d. "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.

f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.
The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.
The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.
Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by

GUARANTEE CONDITIONS (Continued)

the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. **Proof of Loss or Damage.**
   a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
   b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. **Options to Pay or Otherwise Settle Claims: Termination of Liability.**
   In case of a claim under this Guarantee, the Company shall have the following additional options:
   a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
   b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that where authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
   c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

   Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. **Limitation Liability.**
   a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
   b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
   c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
   d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. **Reduction of Liability or Termination of Liability.**
   All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. **Payment of Loss.**
   a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
   b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

GUARANTEE CONDITIONS (Continued)

10. **Subrogation Upon Payment or Settlement.**
Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.
The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.
If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. **Arbitration.**
Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is $2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binging upon the parties. Judgment upon the aware rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. **Liability Limited to This Guarantee; Guarantee Entire Contract.**
    a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
    b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
    c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. **Severability.**
In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. **Choice of Law; Forum.**
    a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.
    Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
    b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United State of America or its territories having appropriate jurisdiction.

15. **Notices, Where Sent.**
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

First American Title	CLTA Guarantee Form No. 28 - Condition of Title
	ISSUED BY **First American Title Insurance Company**
Schedule A	GUARANTEE NUMBER **5026900-6989394**

File No.: 6989394

Guarantee No. 6989394 Amount of Liability: $2500.00

Date of Guarantee:May 12, 2023 at 7:30 A.M. Fee: $400.00

1. Name of Assured:

   Numinutitska Penatekawa Tribal Trust

2. The estate or interest in the Land which is covered by this Guarantee is:

   FEE

3. The Land referred to in this Guarantee is described as follows:

   Real property in the City of Antioch, County of Contra Costa, State of California, described as follows:

   LOT 13, AS SHOWN ON THE MAP OF SUBDIVISION 7201, FILED JANUARY 11, 1991, IN MAP BOOK 354, PAGE 40, CONTRA COSTA COUNTY RECORDS.

   EXCEPTING THEREFROM:

   ALL OIL, GAS, CASINGHEAD GASOLINES AND OTHER HYDROCARBON AND MINERAL SUBSTANCES BELOW A POINT 500 FEET BELOW THE SURFACE OF SAID LAND TOGETHER WITH THE RIGHT TO TAKE, REMOVE, MINE, PASS THROUGH AND DISPOSE OF ALL OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES, BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND, AS RESERVED IN THE DEED FROM MARY M. HINES, ET AL, RECORDED OCTOBER 5, 1977, BOOK 8536, PAGE 172, OFFICIAL.

   APN: 055-020-013

4. ASSURANCES:

   According to the Public Records as of the Date of Guarantee,

   a. Title to the estate or interest in the Land is vested in:

      WILLIAM H. WU, A SINGLE MAN

   b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

First American Title	CLTA Guarantee Form No. 28 - Condition of Title
	ISSUED BY **First American Title Insurance Company**
Schedule B	GUARANTEE NUMBER **5026900-6989394**

File No.: 6989394

1. General and special taxes and assessments for the fiscal year 2023-2024, a lien not yet due or payable.

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

3. Any and all offers of dedications, conditions, restrictions, easements, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description including but not limited to: TREE PLANTING and incidental purposes affecting said land.

4. Covenants, conditions, restrictions and easements in the document recorded FEBRUARY 01, 1991 as INSTRUMENT NO. 1991-19194, BOOK 16381, PAGE 833 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

   Document re-recorded MARCH 01, 1991 as INSTRUMENT NO. 1991-35728, BOOK 16428, PAGE 22 of Official Records.

5. A financing statement recorded MAY 27, 2022 as INSTRUMENT NO. 2022-90608 OF OFFICIAL RECORDS.

   Debtor: KEVIN WOODRUFF SOCIAL SECURITY INDENTURE TRUSTEE, TANYA STUTSON SOCIAL SECURITY INDENTURE TRUSTEE

   Secured party: WANAG TAHATAN-BEY, NUMINUTITSKA PENATEKAWA TRIBAL TRUST

6. A financing statement recorded AUGUST 02, 2022 as INSTRUMENT NO. 2022-121017 OF OFFICIAL RECORDS.

   Debtor: MASON MCDUFFIE MORTGAGE CORPORATE, SECRETARY OF VETERANS AFFAIRS, AS UNITED STATES OFFICER

   Secured party: NUMINUTITSKA PENATEKAWA TRIBAL TRUST

7. A claim of lien recorded OCTOBER 28, 2022 as INSTRUMENT NO. 2022167677 of Official Records.
   Lien claimant: WANAG TAHATAN-BEY ABSOLUTE TRUSTEE, NUMINUTITSKA PENATEKAWA TRIBAL TRUST
   Amount: $750,000.00

8. Any statutory lien for labor or materials arising by reason of a work of improvement, as disclosed by a document recorded OCTOBER 28, 2022 as INSTRUMENT NO. 2022167677 of Official Records.

9. A deed of trust to secure an original indebtedness of $238,150.00 recorded MAY 09, 2023 as INSTRUMENT NO. 202343007 OF OFFICIAL RECORDS.
   Dated: MAY 4, 2023
   Trustor: WILLIAM H. WU, A SINGLE MAN
   Trustee: SERVICELINK TITLE COMPANY
   Beneficiary: CONVENTUS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (CFL LICENSE NO. 60DBO- 43745)



First American Title™

First American Title Company
2230 East Bidwell Street, Suite 100
Folsom, CA 95630

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

ATTACHMENT (F)

EI 244 806 847 US

LETTER OF INTER TO SUE

WELLS FARGO BANK N.A. d/b/a Indenture Trustee
420 Montgomery Street
San Francisco, CA 94163
ATTN: Amar R. Petel d/b/a Chief Financial Officer (CFO)
In care of:
NATIONSTAR MORTGAGE LLC d/b/a MR COOPER
ATTN: JAY BRAY d/b/a Chief Executive Officer (CEO)
Kurt Johnson d/b/a Chief Financial Officer (CFO)
Snezhina Panova-Bakri d/b/a Chief Audit Officer (CAO)
Carlos M. Pelayo d/b/a Chief Legal Officer (CLO)
8950 Cypress Waters Blvd.
Coppell, Texas 75019-4620

Effective Date: October 28, 2022

RE: Notice of Intent to File Lawsuit , in Good Faith & Clean hands

Dear Representative for NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER et al Leadership

This letter of intent to sue shall serve as a formal notice that Wanag Tahatan-Bey Absolute Trustee on behalf of Numinutitska Penatekawa Tribal Trust intends to commence a civil indictment against NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER due to the following: Commercial Lien Default.

I. **The Plaintiff. Wanag Tahatan-Bey Trustee for Numinutitska Penatekawa Tribal Trust**

II. **The Defendants. NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER et, al.**

III. **Settlement Demand. As a result of NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER and its Representative Leadership actions and non-action, DE BONIS ASPORTATIS, Tribal Land Patent; and Copyright Infringement Registration No. TXu 2-347-364, but not limited to, Plaintiff seeks relief for the DEFAULT PRO CONFESSO JUDGMENT in form of full payment in the amount of Seven Hundred Fifty Thousand Dollars no/cents (-$750,000). See supporting uncontested documentary evidence.**

This offer to cure and/or settle this matter outside of court and avoid lawsuit is valid for Three (3) days truth-in-lending Act ,upon receipt of this letter intent to sue NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER Authorized Representatives to cure time-bar after June 26, 2023.

Sincerely

By: Wanag Tahatan-Bey
Wanag Tahatan-Bey Absolute Trustee

Plaintiff Contact:
Wanag Tahatsan-Bey Absolute Trustee
c/o 2730 W. Tregallas Rd. Unit # 3972
Antioch, Ca 94509
(925) 477-9454
wanagtahatan65@yahoo.com

EI 244 806 945 US

Numinutitska Penatekawa Tribal Trust
Indian Office Found
Wanag Tahatan-Bey Absolute Trustee
c/o 2730 W. Tregallas Rd. Unit # 3972
Antioch, Indian Province near California
[94509].

June 20, 2023

LETTER OF INTER TO SUE

NATIONSTAR MORTGAGE LLC d/b/a MR COOPER
ATTN: JAY BRAY d/b/a Chief Executive Officer (CEO)
Kurt Johnson d/b/a Chief Financial Officer (CFO)
Snezhina Panova-Bakri d/b/a Chief Audit Officer (CAO)
Carlos M. Pelayo d/b/a Chief Legal Officer (CLO)
WELLS FARGO BANK, N.A d/b/a Indenture Trustee
Amar R. Petel d/b/a Indenture Trustee Chief Financial Officer (CFO)
8950 Cypress Waters Blvd.
Coppell, Texas 75019-4620

Effective Date: October 28, 2022

RE: Notice of Intent to File Lawsuit , in Good Faith & Clean hands

Dear Representative for NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER et al Leadership

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I. The Plaintiff. Wanag Tahatan-Bey Trustee for Numinutitska Penatekawa Tribal Trust

II. The Defendants. NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER et, al.

III. Settlement Demand. As a result of NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER and its Representative Leadership actions and non-action, DE BONIS ASPORTATIS, Tribal Land Patent; and Copyright Infringement Registration No. TXu 2-347-364, but not limited to, Plaintiff seeks relief for the DEFAULT PRO CONFESSO JUDGMENT in form of full payment in the amount of Seven Hundred Fifty Thousand Dollars no/cents (-$750,000). See supporting uncontested documentary evidence.

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Sincerely

By: Wanag Tahatan-Bey
Wanag Tahatan-Bey Absolute Trustee

EI 244 806 935 US



Staples.

. Low price. Every item. Every day.
Store No: 0443
2120 Contra Costa Blvd
Pleasant Hill, CA, 94523
(925) 691-4060

262626 00 026 17659

Receipt #: 17659 06/19/2023 13:13

Qty	Description	Amount
1	Copy- 2821513 (1 @ $ 4.240) - Standard 28 lb. 8.5 x 11" - Color - Black & White	4.24
1	Copy- 2821513 (1 @ $ 4.240) - Standard 28 lb. 8.5 x 11" - Color - Black & White	4.24
1	Copy- 2821513 (1 @ $ 15.370) - Standard 28 lb. 8.5 x 11" - Color - Black & White	15.37
1	Copy- 2821513 (1 @ $ 15.370) - Standard 28 lb. 8.5 x 11" - Color - Black & White	15.37

SubTotal	39.22
Standard Tax 9.25%	3.62
Total	USD $ 42.84

Visa #:**********1499 [S]
Swipe
Auth No.: 061216

The Cardholder agrees to pay the Issuer of the charges card is accordance with the agreement between the Issuer and the Cardholder.

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$15 off
signs, banners and posters when you spend $75 or more.

Valid through 7/1/23
Coupon code: 79120

Valid online at staples.com/services/printing or in Staples® U.S. stores on custom signs, posters and banners. Excludes Daily Deals, Auto Restock orders and Instacart orders. While supplies last. Limit one coupon per customer, nontransferable. Offer is subject to change or cancellation at any time. Minimum purchase requirement must be met with purchases in which no other coupon or instant savings offer applies. Tax and shipping not included in calculating the minimum purchase. Each item purchased can only be discounted by one coupon, applied by cashier. Coupon not valid if purchased or sold and must be presented to cashier if purchased in-store. No cash/credit back. Not valid on prior purchases or purchases made with Staples Advantage In-store Purchase Program. Not valid on engraved desk, door, and wall signs. Coupon value applied pre-tax. **Expires 7/1/23.**

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document printing when you spend $40 or more.

Valid through 7/1/23
Coupon code: 25243

Valid online at staples.com/services/printing or in Staples® U.S. stores. Excludes courier/delivery fees. While supplies last. Limit one coupon per customer, nontransferable. Excludes self-serve and computer workstation. Offer is subject to change or cancellation at any time. Each item purchased can only be discounted by one coupon, applied at checkout. Coupon not valid if purchased or sold and must be presented to cashier if purchased in-store. No cash/credit back. Not valid on prior purchases or purchases made with Staples Advantage In-store Purchase Program. Coupon value applied pre-tax. **Expires 7/1/23**

Staples.

HAM 1519

Wanag Tahatan-Bey d/b/a Kevin Paul Woodruff©
Beneficiary Ownership Copyright Reg. TXu 2-347-364
c/o 2730 W. Tregallas Rd. Unit # 3972
Antioch, California near [94509-3972]

AMAR R. PETEL d/b/a Chief Financial Officer (CFO); and
WELLS FARGO BANK d/b/a Indenture Trustee for EIN: 41-0449260
NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER
420 Montgomery Street
San Francisco, CA 94163

June 18, 2023

RE: request for full payment

Attn: Mike Santomassimo d/b/a Chief Financial Officer (CFO)

To Mike Santomassimo (CFO) to forward to your INDENTURE TRUSTEE CFO AMAR R. PETEL

Wanag Tahatan-Bey Absolute Trustee for Numinutitska Penatekawa Tribal Trust [Lien Claimant] d/b/a Kevin Paul Woodruff© TXu 2-347-364 (hereinafter One) submitting in Good Faith & Clean Hands this request for payment $750,000 Bona-Fide Commercial Lien duly recorded within Contra Costa County Recorder Office. See Document of Evidence DOC-2022-0167677.

It is One understanding that WELLS FARGO BANK N.A. d/b/a Indenture Trustee for NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER who is the LIEN DEBTOR.

One make this request/demand for payment in full $750,000 enclosed please find supporting documentation including Legal Publication where NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER failed to object, respond, challenge, rebut and now time-bar, as such Silence trigger Pro Confesso Judgment and obligated for full payment.

Sincerely

By: Wanag Tahatan-Bey
Tahatan-Bey, Wanag, d/b/a Kevin Paul Woodruff

By: Tahatan-Bey, Wanag d/b/a Kevin Paul Woodruff Copyright Reg. TXu 2-347-364; IRS CAF# 0313-81578R Done in Good faith without Prejudice, without Recourse

Enclosure:

Previous Letter: including Corrected 1099-A; and C
CLTA Guarantee Form No. 28 Condition of Title Eight (8) pages
UCC FINANCING STATEMENT MD DEPT. OF ASSESSMENTS & TAXATION
FILED NUMBER 221120-2319000, Lapse date: 11/20/2052, Three (3) pages including
CONTRA COSTA COUNTY RECORDER DOC-2022-0167677 LIEN Six (6) pages
CONTRA COSTA COUNTY RECORDER UCC-1 FINANCING STATEMENT
DOC-2023-0047994 may 22, 2023 Three (3) pages

cc
SEC for EIN: 41-0449260 DEBT OBLIGATION
Complaint Dept. NON-OMB forms
Gary Gensler d/b/a SEC Chair
Hester M. Peirce d/b/a SEC Commissioner
Caroline A. Crenshaw d/b/a Commissioner
Mark T. Uyeda d/b/a Commissioner
Jaime Liz'arrage d/b/a Commissioner

Office of Management & Budget (OMB)
ATTN: Shalanda Young d/b/a OMB Director
725 17th Street NW
Washington, D.C. 20503

Registered Mail Number: RE 211 783 850 US

Notice of Acknowledgement and Acceptance in its entirety of every Equitable Interest, Receivables, Rents, proceeds, profits etc., and return for settlement and closure on account number 0652152307 with select Portfolio Servicing Inc NATIONSTAR MORTGAGE LLC d/b/a MR COOPER & SERVICELINK TITLE COMPANY; FIRST AMERICAN MORTGAGE SOLUTIONS c/o CONVENTUS LLC; WELLS FARGO BANK INDENTURE TRUSTEE FOR NATIONSTAR MORTGAGE LLC, d/b/a MR COOPEREIN: 75-2921540

From:
Indian Office Found
Numinutitska Penatekawa Tribal Trust
RE299520375 Tahatan Thrift Fund 22198404 Assets Mtg LLC
c/o Wanag Tahatan-Bey Absolute Trustee
2730 Tregallas Rd. Unit # 3972
Antioch, California 94509

TO:
AMAR R. PETEL d/b/a Chief Financial Officer (CFO)
c/o WELLS FARGO BANK d/b/a Indenture Trustee for
NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER
8950 CYPRESS WATERS BLVD.
COPPELL, TEXAS 75019

And
SERVICELINK TITLE COMPANY'
FIRST AMERICAN MORTGAGE SOLUTIONS
c/o CONVENTUS LLC
WILLIAM H. WU

Remittance: Acknowledgement & Acceptance in its Entirety

> **Acquisition of Equitable Interest and Property every Securities, 1099-OID, Tax Transaction Escrow on Account 065212307; Original loan Number 110170363 Cusip # 383OGZV9 Parcel Number 055-020-013 Tribal Land Patent; Copyright TXu 2-347-364 Infringement.**

Wanag Tahatan-Bey d/b/a Kevin Paul Woodruff (TTEE) Private Autochthon Tribal Protected Heir "American Indian", Indian Office Found, with intent and purpose do hereby Acknowledge, Accept in its entirety every rights, titles, interest, dividends, derivatives, debentures, tangible, intangible assets, chattel, securities, trust residuals, trust residue, rent, profits, proceeds, tribal lien, tribal land patent and property hereditaments related to trust property situs 2013 Mount Hamilton Drive, Antioch, California 94531 Library of Congress Copyright Registered Number TXu 2-347-364, effects on Account 0652152307.

Every Grant Deed, Trust of Trust "ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND SECURITY AGREEMENT" TAX TRANSACTION 1099-A, associated with NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER, on Account 0652152307, and SERVICELINK TITLE COMPANY as Trustee, and CONVENTUS LLC, as Beneficiary (Lender), FIRST AMERICAN MORTGAGE SOLUTIONS file document in Contra Costa County recorder office DOV- 2023-0043007 at the behest for NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER.

After Fair NOTICES to NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER, continue to Infringe Trespass Ab Initio "to try title" "TRESPASS DE BONIS ASPORTATIS" on Tribal Land Patent Infringement, and deceitfully manipulated SERVICELINK TITLE COMPANY to Clear Title on APN 055-020-013 subject property without disclosing subject property has Tribal Land Patent, and Liens or the subject property is Tribal Trust property and Copyright TXu 2-347-364 within Express Inter Vivos Living Trust. However, it is the responsibility of Servicing Title Company to do title search prior to clearing title on any and every subject properties as a course of business.

In this scenario, NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER file IRS 1099-A as "LENDER" EIN 75-2921540, BORROWERS TIN *****8701 Date of Lender Acquisition allegedly at Auction on 09/28/2021 balance of principal $449,265.88; and Fair market value of subject property $526,153.00, knowing infringement of Tribal Land Patent, However, pursuant to operation of law, Servicing company CANNOT take possession or sale, buy subject property with a TRIBAL LAND PATENT, unless servicing has a LIEN on the subject property, there exist no evidence.

In this subject-matter, SERVICELINK TITLE COMPANY failed to contact lienholding Numinutitska Penatekawa Tribal Trust, or Trustee to work with lienholder to satisfy the lien before title can be cleared.

Instead, SERVICELINK TITLE COMPANY CLEARED TITLE on subject property therefore, opening the door for SAFECO INSURANCE COMPANY "HUBINT'L INS SERVICES INC" to issue Insurance Policy # OA5156855 for WILLIAM H. WU for 2013 Mount Hamilton Drive, Antioch, CA 94531-8331.

NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER; SERVICELINK TITLE COMPANY, CONVENTUS LLC, FIRST AMERICAN MORTGAGE SOLUTIONS; ASSOCIATED WITH FIDELITY NATIONAL FINANCIAL INC EIN# 16-1725106, all collaborated together and Breach its duty to provide Honest Services and coerce Innocent parties SAFECO INSURANCE CO; WILLIAM H. WU by and through nondisclosure misrepresentation, deceptive practices, unfair business to part-take into criminal trespass "TRIBAL LAND PATENT & COPYRIGHT TXu 2-347-364 INFRINGEMENT, whereby liability attaches to incoming potential Buyer William H. Wu, which, at first glance participate in LEGAL FRAUD PERPETRATED BY GRANT DEED & DEED OF TRUST color of title a "mere Image".

Therefore, Trustee demand satisfaction of lien, because of the error & omission, Identity Theft, mischaracterization, insiders transactional Fraudulent tax transaction; concealment; and Tribal Land Patent & Copyright Infringement orchestrated by NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER; SERVICELINK TITLE COMPANY, CONVENTUS LLC; FIRST AMERICAN MORTGAGE SOLUTIONS 'DE BONIS ASPORTATIS"

Wherefore, Mr. William H. WU, Trustee for the Tribal Trust, request that you satisfy subject property lien duly filed within Contra Costa County Recorder Office DOC-2022-0167677 to avoid being enjoin in a ongoing CIVIL ACTION, for Tribal Land Patent & Copyright TXu 2-347-364 Infringement duly recorded with Homeland Security & Custom Border Protection (CBP) which 337 Complaint can and will be issue for remittance cost to NUMINUTITSKA PENATEKAWA TRIBAL TRUST associated with Express Inter Vivos Living Trust recorded in Library of Congress Copyright.

Enclosed: Corrected 1099-A duly filed with IRS/ 1096

By: Wanag Tahatan-Bey

Wanag Tahatan-Bey d/b/a Kevin Paul Woodruff
Copyright TXu 2-347-364

cc

California Insurance Commissioner.
Insurance Fraud Dept
c/o Ricardo Lara or his successor

California State Senator
Steven M. Glazer-DEM
1021 O Street, Suite 7520
Sacramento, CA95814-4900

California Attorney General
Fraud Dept.
Rob Bonta
1300 I Street
Sacramento, CA 95814-2919

United States Dept. of Justice
Office of Tribal Justice (OTJ)
Updated Tribal Land Patent Infringement
Tracy Toulou Director
950 Pennsylvania Ave., NW
Washington, D.C. 20530-0001

United States Attorney General Office
Fraud Dept.
Merrick B. Garland A.G.
950 Pennsylvania Ave., NW
Washington, D.C. 20350-0001

Contra Costa County Attorney
Diana Becton D.A.
1025 Escobar Street 1st Floor
Martinez, Ca 94553

Contra Costa County Clerk
Kristin B. Connelly Clerk
1025 Escobar Street, 1th Floor
Martinez, CA 94553

Homeland Security
Copyright Infringement
20 Massachusetts Ave,. N.W.
Washington, D.C. 20529-2120

Custom Border Protection (CBP)
Copyright Infringement
1300 Pennsylvania Ave,. N.W.
MS 1345
Washington, D.C. 20229

SAFECO INSURANCE COMPANY
c/o WILLIAM H. WU
POLICY # OA5156855
HUB INT'L INS SERVICES INC
600 CORPORATE POINTE, STE: 600
CULVER CITY, CA 90230

☑ CORRECTED (if checked)

LENDER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. Wanag Tahatan-Bey d/b/a Kevin Paul Woodruff TXu 2-347-364 c/o 201 13th Street, Unit # 12367 Oakland, Indian Province near California [94604-5701]		OMB No. 1545-0877 Form **1099-A** (Rev. January 2022) For calendar year 20 23	**Acquisition or Abandonment of Secured Property**
LENDER'S TIN 545-88-6559	BORROWER'S TIN 75-2921540	1 Date of lender's acquisition or knowledge of abandonment 09/28/2021	2 Balance of principal outstanding $ Full Amount
BORROWER'S name NATIONSTAR MORTGAGE LLC d/b/a MR COOPER		3	4 Fair market value of property $ Full Amount
Street address (including apt. no.) 8950 CYPRESS WATERS BLVD.		5 If checked, the borrower was personally liable for repayment of the debt ▶ ☑	
City or town, state or province, country, and ZIP or foreign postal code COPPELL, TEXAS 75019		6 Description of property Acquisition of Equitable Interest and Property all Securities,Taxes, Escrow on Account 0652152307 for Parcel Number 055-020-013	
Account number (see instructions) 0652152307			

Copy B
For Borrower

This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.

Form **1099-A** (Rev. 1-2022) (keep for your records) www.irs.gov/Form1099A Department of the Treasury - Internal Revenue Service

☑ CORRECTED (if checked)

CREDITOR'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.
Kevin Paul Woodruff Cestui Que Vie Trus
2013 Mount Hamilton Drive
Antioch CA 94531
US - Phone: 9254779454

1 Date of identifiable event: 09/21/2021

2 Amount of debt discharged: $ 526153.00

3 Interest if included in box 2: $

OMB No. 1545-1424

2021

Form **1099-C**

Cancellation of Debt

Account number (see instructions): 110170363 3830GZV9

DEBTOR'S name, address, ZIP/ postal code & Country
NATIONSTAR MORTGAGE LLC MR. COOPER
8950 CYPRESS WATERS BLVD.
Credit Application # 110170363
COPPELL TX 75019
US

4 Debt description: 2013 Mount Hamilton Dr. Antioch, Ca

5 If Checked, the debtor was personally liable for repayment of the debt . . . . . ☑

CREDITOR'S TIN	DEBTOR'S TIN	6 Identifiable event code	7 Fair market value of property
92-6063593	75-2921540	H	$ 537676.93

Copy B
For Debtor
This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.

Form **1099-C** www.1099online.com - IRS Approved e File Provider

Instructions for Debtor

You received this form because a Federal Government agency or an applicable financial entity (a creditor) has discharged (canceled or forgiven) a debt you owed, or because an identifiable event has occurred that either is or is deemed to be a discharge of a debt of $600 or more. If a creditor has discharged a debt you owed, you are required to include the discharged amount in your income, even if it is less than $600, on the "Other income" line of your Form 1040. However, you may not have to include all of the canceled debt in your income. There are exceptions and exclusions, such as bankruptcy and insolvency. See Pub. 4681, available at IRS.gov, for more details. If an identifiable event has occurred but the debt has not actually been discharged, then include any discharged debt in your income in the year that it is actually discharged, unless an exception or exclusion applies to you in that year.

Debtor's identification number. For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN). However, the creditor has reported your complete identification number to the IRS.

Account number. May show an account or other unique number the creditor assigned to distinguish your account.

Box 1. Shows the date the earliest identifiable event occurred or, at the creditor's discretion, the date of an actual discharge that occurred before an identifiable event. See the code in box 6.

Box 2. Shows the amount of debt either actually or deemed discharged. **Note.** If you do not agree with the amount, contact your creditor.

Box 3. Shows interest if included in the debt reported in box 2. See Pub. 4681 to see if you must include the interest in gross income.

Box 4. Shows a description of the debt. If box 7 is completed, box 4 also shows a description of the property.

Box 5. Shows whether you were personally liable for repayment of the debt when the debt was created or, if modified, at the time of the last modification. See Pub. 4681 for reporting instructions.

Box 6. Shows the reason your creditor has filed this form. The codes in this box are described in more detail in Pub. 4681. A-Bankruptcy; B-Other judicial debt relief; C-Statute of limitations or expiration of deficiency period; D-Foreclosure election; E-Debt relief from probate or similar proceeding; F-By agreement; G-Decision or policy to discontinue collection; H-Expiration of nonpayment testing period; or I-Other actual discharge before identifiable event.

Box 7. If, in the same calendar year, a foreclosure or abandonment of property occurred in connection with the cancellation of the debt, the fair market value (FMV) of the property will be shown, or you will receive a separate Form 1099-A. Generally, the gross foreclosure bid price is considered to be the FMV. For an abandonment or voluntary conveyance in lieu of foreclosure, the FMV is generally the appraised value of the property. You may have income or loss because of the acquisition or abandonment. See Pub. 4681 for information about foreclosures and abandonments. If the property was your main home, see Pub. 523 to figure any taxable gain or ordinary income.

Future developments. For the latest information about developments related to Form 1099-C and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/form1099c*.

FreeFile. Go to *www.IRS.gov/FreeFile* to see if you qualify for no-cost online federal tax preparation, e-filing, and direct deposit or payment options.

Kevin Woodruff <woodruffkevin99@yahoo.com> 8/2/2023 11:31 AM

Re: Fw: Wanag Summon & Complaint

To capitalprocess@comcast.net

Do you have the summon & Complaint?

Sent from Yahoo Mail for iPhone

On Wednesday, August 2, 2023, 11:28 AM, Kevin Woodruff <woodruffkevin99@yahoo.com> wrote:

> Yes I also express mail you a postal money order for
> $120 mail to 3104 O Street STE 230
> Sacramento CA 95816
> The package arrived 8:00am today at the above address
>
> PS
> If you need anymore information call me
>
> Thank you
>
> Sent from Yahoo Mail for iPhone
>
> On Wednesday, August 2, 2023, 11:22 AM, capitalprocess@comcast.net wrote:
>
> > Are you wanting us to serve Nationstar? If so, I need payment for the One on First American and for this one as well.
> >
> > Please confirm.
> >
> > > On 08/02/2023 7:50 AM PDT Kevin Woodruff <woodruffkevin99@yahoo.com> wrote:
> > >
> > > Sent from Yahoo Mail for iPhone
> > >
> > > Begin forwarded message:
> > >
> > > On Monday, July 31, 2023, 8:56 AM, Process Service Associates <process_service_associates@yahoo.com> wrote:
> > >
> > > > NATIONSTAR MORTGAGE LLC
> > > > https://bizfileonline.sos.ca.gov/search/business

SEE ATTACH

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
JUL 07 2023
K. BIEKER, CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By M. Macapinlac, Deputy Clerk

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

Nationstar Mortgage LLC, d/b/a MR COOPER ET AL

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Numinutitska Penatekawa Tribal Trust; Wanag Tahatan-Bey Absolute Trustee

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ***¡AVISO!*** *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): WAKEFIELD COURTHOUSE

CASE NUMBER:
(Número de caso) N23-1265

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Wanag Tahatan-Bey Trustee c/o 2730 W. Tregallas Rd, Unit # 3972 Antioch, Ca 94509

DATE: July 07, 2023 Clerk, by M. Macapinlac, Deputy
(Fecha) *(Secretario)* *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

SUPERIOR COURT OF CALIFORNIA COUNTY OF CONTRA COSTA

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☐ on behalf of *(specify):*
   under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify):*
4. ☐ by personal delivery on *(date):*

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courts.ca.gov

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Print this form | Save this form | Clear this form

Defendants/ Lien Debtors

NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER

BARRETT, DAFFIN, FRAPPIER, TREDER, & WEISS LLP LAW FIRM

SERVICELINK TITLE COMPANY, FIDELITY NATIONAL FINANCIAL INC,

FIRST AMERICAN MORTGAGE SOLUTION, INC ~~et al~~ WTB In Rem

WILLIAM H. WU In Personam et al and DOES 1-10, Inclusive

Plaintiff/Lien Claimant

Numinutitska Penatekawa Tribal Trust

Wanag Tahatan-Bey Absolute Trustee

Superior Court of California, Contra Costa County

CV - Martinez-Wakefield Taylor Courthouse
725 Court Street
Martinez CA 94553
925-608-1000
www.cc-courts.org

K. Bieker
Court Executive Officer

CASE NAME:	CASE NUMBER:
WANANG TAHATAN-BEY VS. NATIONSTAR MORTGAGE LLC	N23-1265

1. NOTICE IS HEREBY GIVEN THAT A CASE MANAGEMENT CONFERENCE IS SET IN THE ABOVE ENTITLED CASE AND WILL BE HELD IN THIS COURT ON:

HEARING DATE:	HEARING TIME:	HEARING LOCATION:
11/07/2023	8:30 AM	DEPARTMENT 09 725 COURT ST RM 305 MARTINEZ, CA 94553

THIS FORM, A COPY OF THE NOTICE TO PLAINTIFFS, THE ADR INFORMATION SHEET, A BLANK CASE MANAGEMENT STATEMENT, AND A BLANK ADR CASE MANAGEMENT STIPULATION AND ORDER FORM ARE TO BE SERVED ON OPPOSING PARTIES. ALL PARTIES SERVED WITH SUMMONS AND COMPLAINT/CROSS-COMPLAINT OR THEIR ATTORNEY OF RECORD MUST APPEAR.

2. YOU MAY STIPULATE TO AN EARLIER CASE MANAGEMENT CONFERENCE. IF ALL PARTIES AGREE TO AN EARLY CASE MANAGEMENT CONFERENCE, PLEASE CONTACT THE COURT CLERK'S OFFICE AT (925)608-1000 FOR UNLIMITED CIVIL AND LIMITED CIVIL CASES FOR ASSIGNMENT OF AN EARLIER DATE.
3. YOU MUST BE FAMILIAR WITH THE CASE AND BE FULLY PREPARED TO PARTICIPATE EFFECTIVELY IN THE CASE MANAGEMENT CONFERENCE AND TO DISCUSS THE SUITABILITY OF THIS CASE FOR THE EASE PROGRAM, PRIVATE MEDIATION, BINDING OR NON-BINDING ARBITRATION, AND/OR USE OF A SPECIAL MASTER.
4. AT ANY CASE MANAGEMENT CONFERENCE THE COURT MAY MAKE PRETRIAL ORDERS INCLUDING THE FOLLOWING:
   a) AN ORDER ESTABLISHING A DISCOVERY SCHEDULE
   b) AN ORDER REFERRING THE CASE TO ARBITRATION
   c) AN ORDER TRANSFERRING THE CASE TO LIMITED JURISDICTION
   d) AN ORDER DISMISSING FICTITIOUS DEFENDANTS
   e) AN ORDER SCHEDULING EXCHANGE OF EXPERT WITNESS INFORMATION
   f) AN ORDER SETTING SUBSEQUENT CONFERENCE AND THE TRIAL DATE
   g) AN ORDER CONSOLIDATING CASES
   h) AN ORDER SEVERING TRIAL OF CROSS-COMPLAINTS OR BIFURCATING ISSUES
   i) AN ORDER DETERMINING WHEN DEMURRERS AND MOTIONS WILL BE FILED

SANCTIONS

IF YOU DO NOT FILE THE CASE MANAGEMENT STATEMENT OR ATTEND THE CASE MANAGEMENT CONFERENCE OR PARTICIPATE EFFECTIVELY IN THE CONFERENCE, THE COURT MAY IMPOSE SANCTIONS (INCLUDING DISMISSAL OF THE CASE AND PAYMENT OF MONEY).

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY

I DECLARE UNDER PENALTY OF PERJURY THAT I AM NOT A PARTY TO THE WITHIN ACTION OR PROCEEDING; THAT ON THE DATE BELOW INDICATED, I SERVED A COPY OF THE FOREGOING NOTICE BY DEPOSITING SAID COPY ENCLOSED IN A SEALED ENVELOPE WITH POSTAGE THEREON FULLY PREPAID IN THE UNITED STATES MAIL AT MARTINEZ, CALIFORNIA AS INDICATED ABOVE.

DATE: 7/7/2023 BY: _____

M. MACAPINLAC, DEPUTY CLERK

Superior Court of California, Contra Costa County

CV - Martinez-Wakefield Taylor Courthouse
725 Court Street
Martinez CA 94553
925-608-1000
www.cc-courts.org

K. Bieker
Court Executive Officer

NOTICE OF HEARING HAS BEEN PRINTED FOR THE FOLLOWING ATTORNEYS/FIRMS OR PARTIES FOR CASE NUMBER: N23-1265 ON 7/7/2023:

NUMINUTITSKA PENAT EKAWA TRIBAL TRUST
2730 W TREGALLAS RD UNIT# 3972
ANTIOCH CA 94509

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY:	FOR COURT USE ONLY
Wanag Tahatan-Bey D/B/A Kevin Paul Woodruff In Care Of 2730 W. Tregalla Road Unit 3972 Anticoh, Indian Province Near, CA 94509 TELEPHONE NO.: (925) 477-9454 ATTORNEY FOR: Plaintiff	FILED AUG 11 2023 K. BIEVER CLERK OF THE COURT SUPERIOR COURT OF CALIFORNIA COUNTY OF CONTRA COSTA By _____ Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA STREET ADDRESS: 725 Court Street MAILING ADDRESS: 725 Court Street CITY AND ZIP CODE: Martinez, 94553 BRANCH NAME: County of Contra Costa	
PLAINTIFF: Numinutitska Penatekawa Tribal Trust, et al DEFENDANT: Nationstar Mortgage LLC,d/b/a MR.Cooper et al	CASE NUMBER: N23-1265
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.:

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
   - a. [X] summons
   - b. [X] complaint
   - c. [ ] Alternative Dispute Resolution (ADR) package
   - d. [ ] Civil Case Cover Sheet (served in complex cases only)
   - e. [ ] cross-complaint
   - f. [ ] other (specify documents):
3. a. Party served *(specify name of party as shown on documents served):*
   First American Mortage Solutions, LLC
   - b. [X] Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made)
   Trudy Desbiens / Authorized Agent For Registered Agent
4. Address where the party was served:
   2710 Gateway Oaks Drive, Ste 150 N, Sacramento, CA 95833
5. I served the party *(check proper box)*
   - a. [X] **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on *(date):* 07/20/2023 (2) at *(time):* 1:20 PM
   - b. [ ] **by substituted service.** On *(date):* at *(time):* I left the documents listed in item 2 with or in the presence of *(name and title or relationship to person indicated in item 3):*
     - (1) [ ] **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
     - (2) [ ] **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
     - (3) [ ] **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
     - (4) [ ] I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where copies were left (Code Civ. Proc., 415.20). I mailed the documents on *(date):* from *(city):* or [ ] a declaration of mailing is attached.
     - (5) [ ] I attached a **declaration of diligence** stating actions taken first to attempt personal service.

PLAINTIFF: Numinutitska Penatekawa Tribal Trust, et al DEFENDANT: Nationstar Mortgage LLC,d/b/a MR.Cooper et al	CASE NUMBER: N23-1265

c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
(1) on *(date):* (2) from *(city):*
(3) ☐ with two copies of the *Notice and Acknowledgement of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed* Notice and Acknowledgement of Receipt.) (Code Civ. Proc., 415.30.)
(4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., 415.40.)

d. ☐ **by other means** *(specify means of service and authorizing code section):*

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:
a. ☐ as an individual defendant.
b. ☐ as the person sued under the fictitious name of*(specify):*
c. ☐ as occupant.
d. ☒ On behalf of*(specify):* First American Mortage Solutions, LLC
under the following Code of Civil Procedure section:

☒ 416.10 (corporation)	☐ 415.95 (business organization, form unknown)
☐ 416.20 (defunct corporation)	☐ 416.60 (minor)
☐ 416.30 (joint stock company/association)	☐ 416.70 (ward or conservatee)
☐ 416.40 (association or partnership)	☐ 416.90 (authorized person)
☐ 416.50 (public entity)	☐ 415.46 (occupant)
	☐ other:

7. **Person who served papers**
a. Name:Jenice Rossner
Firm:Capital Process Service
b. Address:3104 O Street, #230, Sacramento, CA 95816
c. Telephone number:(916) 247-7990
d. **The fee** for the service was: $ 60.00
e. I am:
(1) ☐ not a registered California process server.
(2) ☐ exempt from registration under Business and Professions Code section 22350(b).
(3) ☒ a registered California process server:
(i) ☐ owner ☒ employee ☐ independent contractor.
(ii) Registration No.:1998-02
(iii) County:Sacramento

8. ☒ **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. ☐ **I am a California sheriff or marshal and** I certify that the foregoing is true and correct.

Date: 8/7/2023

Jenice Rossner
(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

Jenice Rossner
(SIGNATURE)

Capital Process Service
3104 O Street, #230
Sacramento, CA 95816
Phone: (916) 247-7990

INVOICE

Invoice #CPJ-2023001328
8/7/2023

Wanag Tahatan-Bey D/B/A Kevin Paul Woodruff
In Care Of 2730 W. Tregalla Road
Unit 3972
Anticoh, Indian Province Near, CA 94509

Case Number: Contra Costa N23-1265

Plaintiff:
Numinutitska Penatekawa Tribal Trust, et al

Defendant:
Nationstar Mortgage LLC,d/b/a MR.Cooper et al

Served: 7/20/2023 1:20 pm
To be served on: First American Mortage Solutions, LLC

ITEMIZED LISTING

Line Item		Quantity	Price	Amount
Service Fee (Local)		1.00	60.00	60.00
TOTAL CHARGED:				$60.00
8/7/2023	Pre-Payment			60.00
BALANCE DUE:				**$0.00**

Thank you for your business!

Thank you for choosing Capital Process Service.
Please note the following:

PLEASE PAY FROM THIS INVOICE.
PAYMENT IS DUE UPON RECEIPT

PAYMENTS CAN BE MADE THROUGH OUR WEBSITE :
www.CapitalProcessService.com

ALSO PLEASE NOTE, WE DONT SEND OUT MONTHLY STATEMENTS

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POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY:	FOR COURT USE ONLY
Wanag Tahatan-Bey D/B/A Kevin Paul Woodruff In Care Of 2730 W. Tregalla Road Unit 3972 Anticoh, Indian Province Near, CA 94509 TELEPHONE NO.: (925) 477-9454 ATTORNEY FOR: Plaintiff	FILED AUG 11 2023 K. BIEKER CLERK OF THE COURT SUPERIOR COURT OF CALIFORNIA COUNTY OF CONTRA COSTA By
SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA STREET ADDRESS: 725 Court Street MAILING ADDRESS: 725 Court Street CITY AND ZIP CODE: Martinez, 94553 BRANCH NAME: County of Contra Costa	
PLAINTIFF: Numinutitska Penatekawa Tribal Trust, et al DEFENDANT: Nationstar Mortgage LLC,d/b/a MR.Cooper et al	CASE NUMBER: N23-1265
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.:

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
   - a. [X] summons
   - b. [X] complaint
   - c. [ ] Alternative Dispute Resolution (ADR) package
   - d. [ ] Civil Case Cover Sheet (served in complex cases only)
   - e. [ ] cross-complaint
   - f. [ ] other (specify documents):
3. a. Party served *(specify name of party as shown on documents served):*
   Nationstar Mortgage LLC
   b. [X] Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made)
   Jenn Bautista / Authorized Agent For Registered Agent
4. Address where the party was served:
   2710 Gateway Oaks Drive, Ste 150 N, Sacramento, CA 95833
5. I served the party *(check proper box)*
   - a. [X] **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on *(date):* 08/04/2023 (2) at *(time):* 10:50 AM
   - b. [ ] **by substituted service.** On *(date):* at *(time):* I left the documents listed in item 2 with or in the presence of *(name and title or relationship to person indicated in item 3):*
     - (1) [ ] **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
     - (2) [ ] **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
     - (3) [ ] **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
     - (4) [ ] I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where copies were left (Code Civ. Proc., 415.20). I mailed the documents on *(date):* from *(city):* or [ ] a declaration of mailing is attached.
     - (5) [ ] I attached a **declaration of diligence** stating actions taken first to attempt personal service.

Form Adopted for Mandatory Use
Judicial Council of California
POS-010 [Rev. January 1, 2007]

PLAINTIFF: Numinutitska Penatekawa Tribal Trust, et al DEFENDANT: Nationstar Mortgage LLC,d/b/a MR.Cooper et al	CASE NUMBER: N23-1265

c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
(1) on *(date):* (2) from *(city):*
(3) ☐ with two copies of the *Notice and Acknowledgement of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed* Notice and Acknowledgement of Receipt.) (Code Civ. Proc., 415.30.)
(4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., 415.40.)

d. ☐ **by other means** *(specify means of service and authorizing code section):*

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:
a. ☐ as an individual defendant.
b. ☐ as the person sued under the fictitious name of*(specify):*
c. ☐ as occupant.
d. ☒ On behalf of*(specify):* Nationstar Mortgage LLC
under the following Code of Civil Procedure section:

☒ 416.10 (corporation)	☐ 415.95 (business organization, form unknown)
☐ 416.20 (defunct corporation)	☐ 416.60 (minor)
☐ 416.30 (joint stock company/association)	☐ 416.70 (ward or conservatee)
☐ 416.40 (association or partnership)	☐ 416.90 (authorized person)
☐ 416.50 (public entity)	☐ 415.46 (occupant)
	☐ other:

7. **Person who served papers**
a. Name:Jenice Rossner
Firm:Capital Process Service
b. Address:3104 O Street, #230, Sacramento, CA 95816
c. Telephone number:(916) 247-7990
d. **The fee** for the service was: $ 60.00
e. I am:
(1) ☐ not a registered California process server.
(2) ☐ exempt from registration under Business and Professions Code section 22350(b).
(3) ☒ a registered California process server:
(i) ☐ owner ☒ employee ☐ independent contractor.
(ii) Registration No.:1998-02
(iii) County:Sacramento

8. ☒ **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. ☐ **I am a California sheriff or marshal and** I certify that the foregoing is true and correct.

Date: 8/7/2023

Jenice Rossner
(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

Jenice Rossner
(SIGNATURE)

Form Adopted for Mandatory Use
Judicial Council of California
POS-010 [Rev. January 1, 2007]

PROOF OF SERVICE OF SUMMONS

Job Number CPJ-2023001329

Capital Process Service
3104 O Street, #230
Sacramento, CA 95816
Phone: (916) 247-7990

INVOICE

Invoice #CPJ-2023001329
8/7/2023

Wanag Tahatan-Bey D/B/A Kevin Paul Woodruff
In Care Of 2730 W. Tregalla Road
Unit 3972
Anticoh, Indian Province Near, CA 94509

Case Number: Contra Costa N23-1265

Plaintiff:
Numinutitska Penatekawa Tribal Trust, et al

Defendant:
Nationstar Mortgage LLC,d/b/a MR.Cooper et al

Served: 8/4/2023 10:50 am
To be served on: Nationstar Mortgage LLC

ITEMIZED LISTING

Line Item		Quantity	Price	Amount
Service Fee (Local)		1.00	60.00	60.00
TOTAL CHARGED:				$60.00
8/7/2023	Pre-Payment			60.00
BALANCE DUE:				**$0.00**

Thank you for your business!

Thank you for choosing Capital Process Service.
Please note the following:

PLEASE PAY FROM THIS INVOICE.
PAYMENT IS DUE UPON RECEIPT

PAYMENTS CAN BE MADE THROUGH OUR WEBSITE :
www.CapitalProcessService.com

ALSO PLEASE NOTE, WE DONT SEND OUT MONTHLY STATEMENTS

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Attorney or Party without Attorney:	For Court Use Only
WANAG TAHATAN-BEY D/B/A KEVIN PAUL WOODRUFF / ABSOLUTE TRUSTEES FOR NUMINUTITSKA PENATEKAWA TRIBAL TRUST 2730 W. TREGALLAS RD. UNIT #3972 ANTIOCH CA 94509 Telephone No: 925-477-9454 FAX No: Attorney for: PLAINTIFF	FILED AUG 11 2023 K. BIEHN CLERK OF THE COURT SUPERIOR COURT OF CALIFORNIA COUNTY OF CONTRA COSTA By T. Jacobsen-Rios, Deputy Clerk
Insert name of Court, and Judicial District and Branch Court: SUPERIOR COURT OF CALIFORNIA COUNTY OF CONTRA COSTA, MARTINEZ	
Plaintiff: NUMINUTITSKA PENATEKAWA TRIBAL TRUST; WANAG TAHATAN-BEY ABSOLUTE TRUSTEE Defendant: NATIONSTAR MORTGAGE LLC., ET AL.,	

PROOF OF SERVICE SUMMONS, COMPLAINT	Hearing Date:	Time:	Dept/Div:	Case Number: N23-1265
				Ref. No. or File No.:

1. *At the time of service I was at least 18 years of age and not a party to this action.*

2. I served copies of the SUMMONS, COMPLAINT

3. *a. Party served:* FIDELITY NATIONAL FINANCIAL, INC

   b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a)
   CT CORPORATION, EMMANUEL JOCOBO, AGENT FOR SERVICE

4. *Address where the party was served:* 330 N BRAND BLVD #700
   GLENDALE CA 91203

5. *I served the party:*
   a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on: 7/20/2023 (2) at: 12:35PM

6. *The "Notice to the Person Served" (on the Summons) was completed as follows:*

   as:

   on behalf of: FIDELITY NATIONAL FINANCIAL, INC

   under :

7. ***Person Who Served Papers:***

   Recoverable Cost Per CCP 1033.5(a)(4)(B)

   a. C. SMITH

   b. Process Service Associates
   17216 Saticoy Street #358
   Van Nuys, CA. 91406

   c. 661-799-0231

   d. ***The Fee** for Service was: $* 20.00

   e. I am: (3) registered California process server

   (i) Owner
   (ii) Registration No.: 2016184353
   (iii) County: LOS ANGELES

8. ***I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.***

   Date: 7/20/2023

PROOF OF SERVICE C. SMITH

Form Adopted for Mandatory Use
Judicial Council of California
POS-010 [Rev. January 1, 2007]
Code of Civil Procedure, 417.10

Attorney or Party without Attorney:	For Court Use Only
WANAG TAHATAN-BEY D/B/A KEVIN PAUL WOODRUFF 2730 W. TREGALLAS RD. UNIT #3972 ANTIOCH CA 94509 Telephone No: 925-477-9454 FAX No:	
Attorney for: / Ref. No. or File No.:	
Insert name of Court, and Judicial District and Branch Court: SUPERIOR COURT OF CALIFORNIA COUNTY OF CONTRA COSTA, MARTINEZ	
Plaintiff: NUMINUTITSKA PENATEKAWA TRIBAL TRUST; WANAG TAHATAN-BEY ABSOLUTE TRUSTEE Defendant: NATIONSTAR MORTGAGE LLC., ET AL.,	

AFFIDAVIT OF REASONABLE DILIGENCE	Hearing Date:	Time:	Dept/Div:	Case Number: N23-1265

1. I, C. SMITH , and any employee or independent contractors retained by Process Service Associates are and were on the dates mentioned herein over the age of eighteen years and not a party to this action. Personal service was attempted on Defendant NATIONSTAR MORTGAGE LLC, D/B/A MR. COOPER as follows:

2. Documents: SUMMONS, COMPLAINT

Date	Time	Location	Results
7/24/2023	2:00PM	BUS	ADDRESS BELOW IS LISTED ON THE CALIFORNIA SECRETARY OF STATE WEBSITE FOR AGENT "MICHELLE LOCKNOIR" THERE IS NO SUCH PHYSICAL ADDRESS IN EXISTENCE. BAD ADDRESS, UNABLE TO SERVE HERE. 2021 E. PACIFIC COAST HWY LONG BEACH CA 90804 C. SMITH
7/27/2023	11:20AM	BUS	2ND ADDRESS LISTED ON THE CALIFORNIA SECRETARY OF STATE SITE IS A VACANT BUSINESS BLDG. BLDG. UNDER CONSTRUCTION. NO MR. COOPER, MICHELLE LOCKNOIR, OR NATIONSTAR MORTGAGE HERE. 1600 EAST ST. ANDREW PLACE SANTA ANA CA 92705 C. SMITH

3. ***Person Executing:***

a. C. SMITH

b. Process Service Associates
17216 Saticoy Street #358
Van Nuys, CA. 91406

c. 661-799-0231

Recoverable Cost Per CCP 1033.5(a)(4)(B)

d. ***The Fee*** *for Service was:* $ 140.00

e. I am: (3) registered California process server

(i) Owner
(ii) *Registration No.:* 2016184353
(iii) *County:* LOS ANGELES

4. ***I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.***

Date: 7/20/2023

C. SMITH

AFFIDAVIT OF REASONABLE DILIGENCE

Attorney or Party without Attorney:
WANAG TAHATAN-BEY D/B/A KEVIN PAUL WOODRUFF / ABSOLUTE TRUSTEES
FOR NUMINUTITSKA PENATEKAWA TRIBAL TRUST
2730 W. TREGALLAS RD. UNIT #3972
ANTIOCH CA 94509
Telephone No: 925-477-9454 *FAX No:*
Attorney for: PLAINTIFF

For Court Use Only

FILED
AUG 11 2023
K. BECKER CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By _____ Deputy Clerk

Insert name of Court, and Judicial District and Branch Court:
SUPERIOR COURT OF CALIFORNIA COUNTY OF CONTRA COSTA, MARTINEZ

Plaintiff: NUMINUTITSKA PENATEKAWA TRIBAL TRUST; WANAG TAHATAN-BEY ABSOLUTE TRUSTEE
Defendant: NATIONSTAR MORTGAGE LLC., ET AL.,

PROOF OF SERVICE SUMMONS, COMPLAINT	*Hearing Date:*	*Time:*	*Dept/Div:*	*Case Number:* N23-1265
				Ref. No. or File No.:

1. *At the time of service I was at least 18 years of age and not a party to this action.*
2. I served copies of the SUMMONS, COMPLAINT

3. *a. Party served:* SERVICLINK TITLE COMPANY

   b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a)
   CT CORPORATION, EMMANUEL JOCOBO, AGENT FOR SERVICE

4. *Address where the party was served:* 330 N BRAND BLVD #700
   GLENDALE CA 91203

5. *I served the party:*
   a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on: 7/20/2023 (2) at: 12:35PM

6. *The "Notice to the Person Served" (on the Summons) was completed as follows:*

   as:

   on behalf of : SERVICLINK TITLE COMPANY

   under :

7. ***Person Who Served Papers:***

   a. C. SMITH

   b. Process Service Associates
   17216 Saticoy Street #358
   Van Nuys, CA. 91406

   c. 661-799-0231

   Recoverable Cost Per CCP 1033.5(a)(4)(B)

   d. ***The Fee** for Service was:* $ 49.50

   e. I am: (3) registered California process server

   (i) Owner
   (ii) Registration No.: 2016184353
   (iii) County: LOS ANGELES

8. ***I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.***

Date: 7/20/2023

C. Smith
C. SMITH

Form Adopted for Mandatory Use
Judicial Council of California
POS-010 [Rev. January 1, 2007]
Code of Civil Procedure, 417.10

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	FOR COURT USE ONLY
Numinutitska Penatekawa Tribal Trust **201 13th Street 12367** **Oakland, CA 94604** TELEPHONE NO.: **(925) 477-9454** FAX NO. *(Optional)*: E-MAIL ADDRESS *(Optional)*: ATTORNEY FOR *(Name)*: **Self Represented**	FILED AUG 24 2023 K. BECKETT CLERK OF THE COURT SUPERIOR COURT OF CALIFORNIA COUNTY OF CONTRA COSTA By
SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA - CENTRAL STREET ADDRESS: 725 Court St. MAILING ADDRESS: 725 Court St. CITY AND ZIP CODE: Martinez, CA 94553 BRANCH NAME: SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA - CENTRAL	
PLAINTIFF/PETITIONER: Numinutitska Penatekawa Tribal Trust; Wanag Tahatan-Bey Trustee DEFENDANT/RESPONDENT: Nationstar Mortgage LLC d/b/a MR. Cooper	CASE NUMBER: N23-1265
PROOF OF SERVICE SUMMONS	Ref. No. or File No.:

(Separate proof of service is required for each party served.)

FILE BY FAX

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of: ***Summons; Complaint; Attachment***
3. a. Party served *(specify name of party as shown on documents served)*: ***William H. Wu***
   (Gender: Male Age: 25 Height: 5'11 Weight: 145 Race: Asia Hair: Blk Other:)
   b. ☐ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) *(specify name and relationship to the party named in item 3a)*:
4. Address where the party was served: ***1169 Fairford Way San Jose, CA 95129***
5. I served the party *(check proper box)*
   a. ☒ **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on: **8/14/2023** (2) at: **02:17 PM**
   b. ☐ **by substituted service.** On: at: I left the documents listed in item 2 with or in the presence of *(name and title or relationship to person indicated in item 3)*:
      (1) ☐ **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
      (2) ☐ **(home)** a competent member of the household (at least 18 years of age) at the dweling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
      (3) ☐ **(physical address unknown)** a person of at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
      (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents: *on:* from: **or** ☐ a declaration of mailing is attached.
      (5) ☐ I attach a **declaration of diligence** stating actions taken first to attempt personal service.
5. c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the

PLAINTIFF/PETITIONER:	Numinutitska Penatekawa Tribal Trust; Wanag Tahatan-Bey Trustee	CASE NUMBER: N23-1265
DEFENDANT/RESPONDENT:	Nationstar Mortgage LLC d/b/a MR. Cooper	

address shown in item 4, by first-class mail, postage prepaid,

(1) on: (2) from:

(3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed* Notice and Acknowledgment of Receipt.) (Code Civ. Proc., § 415.30.)

(4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)

d. ☐ **by other means** *(specify means of service and authorizing code section):*

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

a. ☒ as an individual defendant.

b. ☐ as the person sued under the fictitious name of *(specify):*

c. ☐ as occupant.

d. ☐ On behalf of *(specify):*
under the following Code of Civil Procedure section:

☐ 416.10 (corporation)	☐ 415.95 (business organization, form unknown)
☐ 416.20 (defunct corporation)	☐ 416.60 (minor)
☐ 416.30 (joint stock company/association)	☐ 416.70 (ward or conservatee)
☐ 416.40 (association or partnership)	☐ 416.90 (authorized person)
☐ 416.50 (public entity)	☐ 415.46 (occupant)
	☐ other:

7. **Person who served papers**

a. Name: **Gabriel Aragon**
b. Company Name and Registration #: **Direct Legal Support, Inc. - 2015260036**
c. Address: **1541 Wilshire Blvd Suite 550, Los Angeles, CA 90017**
d. Telephone number: **800-675-5376**
e. **The fee** for service was: **$211.67**
f. I am:
(1) ☐ not a registered California process server.
(2) ☐ exempt from registration under Business and Professions Code section 22350(b).
(3) ☒ a registered California process server:
(i) ☐ owner ☐ employee ☒ independent contractor.
(ii) Registration No.: **PS1623**
(iii) County: **Santa Clara**

8. ☒ **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DIRECT LEGAL SUPPORT

Gabriel Aragon Date: **08/16/2023**

CIV-110

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO	FOR COURT USE ONLY
NAME: Wanag Tahatan-Bey d/b/a Kevin Paul Woodruff FIRM NAME: Absolute Trustees for Numinutitska Penatekawa Tribal Trust STREET ADDRESS: 2730 W. Tregallas Road, Unit 3972 CITY: Antioch STATE: CA ZIP CODE: 94509 TELEPHONE NO: (925) 477-9454 FAX NO: E-MAIL ADDRESS: wanagtahatan65@yahoo.com ATTORNEY FOR (Name): In Pro Per	FILED AUG 18 2023 A. BICKER, CLERK OF THE COURT SUPERIOR COURT OF CALIFORNIA COUNTY OF CONTRA COSTA By M. Macapinlac, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA STREET ADDRESS: 725 Court Street MAILING ADDRESS: CITY AND ZIP CODE: Martinez, 94553 BRANCH NAME:	
Plaintiff/Petitioner: Numinutitska Penatekawa Tribal Trust; Wanag Tahatan-Bey Defendant/Respondent: Nationstar Mortgage LLC, dba Mr. Cooper, et al.	
REQUEST FOR DISMISSAL	CASE NUMBER: N23-1265

A conformed copy will not be returned by the clerk unless a method of return is provided with the document.

This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)

1. TO THE CLERK: Please **dismiss** this action as follows:
   a. (1) [x] With prejudice (2) [ ] Without prejudice
   b. (1) [ ] Complaint (2) [ ] Petition
   (3) [ ] Cross-complaint filed by *(name)*: on *(date)*:
   (4) [ ] Cross-complaint filed by *(name)*: on *(date)*:
   (5) [ ] Entire action of all parties and all causes of action
   (6) [x] Other *(specify)*:* Defendant First American Mortgage Solution, Inc. in Rem, ONLY.
2. *(Complete in all cases except family law cases.)*
   The court [ ] did [ ] did not waive court fees and costs for a party in this case. *(This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).*

Date: August 18, 2023
Wanag Tahatan-Bey d/b/a Kevin Paul Woodruff
(TYPE OR PRINT NAME OF [ ] ATTORNEY [x] PARTY WITHOUT ATTORNEY)

▶ Wanag Tahatan Bey d/b/a Kevin Woodruff
(SIGNATURE)

Attorney or party without attorney for:
[x] Plaintiff/Petitioner [ ] Defendant/Respondent
[ ] Cross Complainant

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

3. **TO THE CLERK:** Consent to the above dismissal is hereby given.**

Date:

(TYPE OR PRINT NAME OF [ ] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

▶
(SIGNATURE)

Attorney or party without attorney for:
[ ] Plaintiff/Petitioner [ ] Defendant/Respondent
[ ] Cross Complainant

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

(To be completed by clerk)

4. [ ] Dismissal entered as requested on *(date)*: AUG 18 2023
5. [ ] Dismissal entered on *(date)*: as to only *(name)*:
6. [ ] Dismissal **not entered** as requested for the following reasons *(specify)*:

7. a. [ ] Attorney or party without attorney notified on *(date)*:
   b. [ ] Attorney or party without attorney not notified. Filing party failed to provide
   [ ] a copy to be conformed [ ] means to return conformed copy

Date: AUG 18 2023 Clerk, by M. Macapinlac, Deputy

Form Adopted for Mandatory Use
Judicial Council of California
CIV-110 [Rev. Jan. 1, 2013]

REQUEST FOR DISMISSAL

Code of Civil Procedure, § 581 et seq.; Gov. Code, § 68637(c); Cal. Rules of Court, rule 3.1390
www.courts.ca.gov

Plaintiff/Petitioner: Numinutitska Penatekawa Tribal Trust; Wanag Tahatan-Bey Defendant/Respondent: Nationstar Mortgage LLC, dba Mr. Cooper, et al.	CASE NUMBER N23-1265

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover $10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name)*:

2. The person named in item 1 is *(check one below)*:
   a. ☐ not recovering anything of value by this action.
   b. ☐ recovering less than $10,000 in value by this action.
   c. ☐ recovering $10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*

3. ☐ All court fees and court costs that were waived in this action have been paid to the court *(check one)*: Yes No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date:

Wanag Tahantan-Bey d/b/a Kevin Paul Woodruff

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☒ PARTY MAKING DECLARATION)

▶ By: Wanag Tahatan Bey d/b/a Kevin Woodruff

(SIGNATURE)

SCOTT D. LONG (SBN 203505)
Fidelity National Law Group
The Law Division of Fidelity National Title Group, Inc.
1550 Parkside Drive, Suite 300
Walnut Creek, CA 94596
Telephone: (925) 280-3362
Facsimile: (925) 930-9588
Email: scott.long@fnf.com

Attorney for Defendants
SERVICELINK (erroneously sued as "SERVICELINK TITLE COMPANY") and FIDELITY NATIONAL TITLE COMPANY (erroneously sued as "FIDELITY NATIONAL FINANCIAL, INC.")

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

Numinutitska Penatekawa Tribal Trust; Wanag Tahatan-Bey, Absolute Trustee, Plaintiffs/Lien Claimant, vs. NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER, BARRETT, DAFFIN, FRAPPIER, TREDER & WEISS LLP LAW FIRM; SERVICELINK TITLE COMPANY; FIDELITY NATIONAL FINANCIAL, INC.; FIRST AMERICAN MORTGAGE SOLUTION, INC. In Rem; WILLIAM H. WU In Personam et al; and DOES 1-10, inclusive, Defendants/Lien Debtors	Case No. N23-1265 **DECLARATION OF SCOTT D. LONG RE: AUTOMATIC 30-DAY EXTENSION AS PARTIES MEET-AND-CONFER FOR DEMURRER** **[Civ. Proc. § 430.41(2)]** **Date Filed: 7/7/23** **Trial Date: TBD**

I, Scott David Long, Esq., declare as follows:

1. I am over 18 years of age and I am an attorney admitted to practice before the courts of the State of California. I am an attorney with Fidelity National Law Group, a Law Division of Fidelity National Title Group, Inc. – counsel for the entities sued in Plaintiff's Complaint as "Servicelink Title Company" and "Fidelity National Financial, Inc." ("Servicelink" and "Fidelity") I know all of the

following facts of my own personal knowledge unless stated otherwise and I am able to competently testify to these facts if so called.

2. On August 21, 2023, I spoke with Plaintiff Kevin Paul Woodruff (identified in the Complaint as "Wanag Tahatan-Beyas Absolute Trustee for Numinutitska Penatekawa Tribal Trust") regarding my clients' response to the Complaint.

3. I explained that the Complaint was unintelligible and that I could not determine any of the claims being made against my clients.

4. Mr. Woodruff told me that he would send me documents explaining his position.

5. Thus, the parties have been unable to engage in a meaningful meet-and-confer process to date and the automatic 30-day extension of time should apply.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: August 21, 2021

SCOTT D. LONG, ESQ.

Numinutitska Penatekawa Tribal Trust v. Nationstar Mortgage, et al.
Contra Costa County Superior Court Case No.: N23-1265

PROOF OF SERVICE

I am employed in Contra Costa County, California. I am over the age of 18 years, not a party to the within action and my business address is 1550 Parkside Drive, Suite 300, Walnut Creek, California 94596. On the below date I served a copy of the following document(s):

- **DECLARATION OF SCOTT D. LONG RE: AUTOMATIC 30-DAY EXTENSION AS PARTIES MEET-AND-CONFER FOR DEMURRER**

on the party(ies) in said action by placing a true copy thereof addressed as follows:

Pro Se Plaintiff, NUMINUTITSKA PENATEKAWA TRIBAL TRUST, WANAG TAHATAN-BEY, ABSOLUTE TRUSTEE
Wanag Tahatan-Bey, Absolute Trustee
2730 W. Tregallas Rd., Unit #3972
Antioch, CA 94509-3972
Tel: (925) 477-9454
Email: wanagtahatan65@yahoo.com

☒ **BY MAIL**: I caused such envelope(s) with postage thereon fully prepaid to be placed for collection and mailing at my place of business. Following ordinary business practices, said correspondence will be deposited with the United States Postal Service at Walnut Creek, California, on the referenced date in the ordinary course of business. There is delivery service by United States mail at the place so addressed in the City of Walnut Creek, County of Contra Costa, State of California.

☐ **BY OVERNIGHT MAIL**: I caused such copies to be placed in envelopes designated by the express carrier, Federal Express, with delivery fees provided for and deposited those envelopes in a pickup box regularly maintained by Federal Express.

☐ **BY FACSIMILE**: I caused a copy of such document to be sent via facsimile transmission to the office(s) of the parties above stated.

☒ **BY EMAIL**: I caused a PDF document to transmit via electronic mail to the email addresses listed above.

☐ **BY PERSONAL SERVICE**: I caused such envelope to be delivered by hand to the offices of the addressee(s).

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on August 21, 2023, at Walnut Creek, California.

Logan Miller

TROUTMAN PEPPER
HAMILTON SANDERS LLP
Jared D. Bissell, Bar No. 272687
jared.bissell@troutman.com
11682 El Camino Real, Suite 400
San Diego, CA 92130-2092
Telephone: 858.509.6000
Facsimile: 858.509.6040

Attorneys for Defendant
Nationstar Mortgage LLC d/b/a Mr. Cooper
(*erroneously sued as Nationstar Mortgage LLC, d/b/a Mr. Cooper*)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

Numinutitska Penatekawa Tribal Trust; Wanag Tahatan-Bey Absolute Trustee

Plaintiffs/Lien Claimant,

v.

NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER, BARRETT, DAFFIN, FRAPPIER, TREDER & WEISS LLP LAW FIRM, SERVICLINK TITLE COMPANY, FIDELITY NATIONAL FINANCIAL, INC, FIRST AMERICAN MORTGAGE SOLUTION, INC In Rem, WILLIAM H. WU In Personam et al, and DOES 1-10. Inclusive,

Defendant(s)/Lien Debtors.

Case No. N23-1265

(Assigned for All Purposes to Hon. John P. Devine)

NOTICE OF DEMURRER AND DEMURRER TO PLAINTIFFS' COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES

Date:
Time:
Dept.: 9

Complaint Filed: July 7, 2023
Trial Date: None Set

[*Filed concurrently with Request for Judicial Notice in Support of Demurrer to Plaintiffs' Complaint; Declaration of Jared D. Bissell in Support of Demurrer to Plaintiffs' Complaint; [Proposed] Order Granting Demurrer to Plaintiffs' Complaint; [Proposed] Judgment*]

TROUTMAN PEPPER HAMILTON SANDERS LLP
11682 EL CAMINO REAL
SUITE 400
SAN DIEGO, CA 92130-2092

TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that Defendant, Nationstar Mortgage LLC d/b/a Mr. Cooper (*erroneously sued as Nationstar Mortgage LLC, d/b/a Mr. Cooper*) ("Defendant"), by and through its undersigned counsel, will, and hereby does, demur (the "Demurrer"), pursuant to California Code of Civil Procedure § 430.10, to all causes of action alleged against Defendant in the Complaint filed by Plaintiffs, Numinutitska Penatekawa Tribal Trust and Wanag Tahatan-Bey Absolute Trustee (collectively, "Plaintiffs"), on the below listed grounds.

Pursuant to California Code of Civil Procedure § 430.41(a)(2), this Demurrer is made following Defendant's meet and confer efforts with Plaintiffs, which took place on August 15, 2023.

The Demurrer is based upon this Notice of Demurrer and Demurrer; the Memorandum of Points and Authorities attached hereto; the Request for Judicial Notice filed concurrently herewith; the Declaration of Jared D. Bissell also filed concurrently herewith; all records on file with the Court; and such other evidence as may be presented to the Court at or before the hearing on this Demurrer.

DEMURRER TO THE COMPLAINT

Defendant demurs to Plaintiffs' Complaint on the grounds that the Complaint fails to separately state and number Plaintiffs' cause(s) of action as required by California Rules of Court, Rule 2.112 and the Complaint is vague, ambiguous, and uncertain, and does not state sufficient facts to constitute a cause of action. (*See* Code Civ. Proc., §§ 430.10(e), (f).)

Dated: August 29, 2023

TROUTMAN PEPPER
HAMILTON SANDERS LLP

Jared D. Bissell

Attorneys for Defendant
Nationstar Mortgage LLC d/b/a Mr. Cooper
(*erroneously sued as Nationstar Mortgage LLC, d/b/a Mr. Cooper*)

INTRODUCTION

Defendant, Nationstar Mortgage LLC d/b/a Mr. Cooper (*erroneously sued as Nationstar Mortgage LLC, d/b/a Mr. Cooper*) ("Defendant"), hereby demurs to the Complaint (the "Complaint") filed by Plaintiffs, Numinutitska Penatekawa Tribal Trust (the "Tribal Trust") and Wanag Tahatan-Bey[1] Absolute Trustee for the Tribal Trust ("Tahatan-Bey;" collectively, with the Tribal Trust, "Plaintiffs").[2] Plaintiffs are serial filers whose endless campaign of litigation typifies the neologism "paper terrorism" to such an extent that Plaintiffs have been deemed vexatious litigants in the United States District Court for the Northern District of California ("CAND") in case number 3:22-cv-03124-WHO (the "2nd 2022 Litigation"). (*See* Defendant's Request for Judicial Notice in Support of Demurrer to Plaintiffs' Complaint ("RJN"), Ex. 1.) Plaintiffs appealed (the "Appeal") the dismissal of the 2nd 2022 Litigation to the United States Court of Appeals for the Ninth Circuit (the "Ninth Circuit") and was assigned case number 22-16476. (RJN, Ex. 2 (case docket downloaded from PACER for the Appeal).) The Ninth Circuit issued a memorandum on August 4, 2023, affirming the dismissal. (*Id.* at No. 18.)

This action is yet another illegitimate attempt to delay (or, in this case, undo) a foreclosure on real property located at 2013 Mt. Hamilton Dr., Antioch CA 94531 (the "Subject Property") and subsequent sale of the Subject Property to a third party. Unsatisfied with the results of their earlier meritless efforts to forestall a foreclosure of the Subject Property including the a case filed in 2022 as case number 3:22-mc-80008-WHO (the "1st 2022 Litigation"), the 2nd 2022 Litigation, the Appeal, a third case filed in 2022 in CAND against Defendant as case number 3:22-cv-7155-JSC (the "Prior Litigation"), and an even earlier case filed in 2019 as case number 3:19-cv-04300-WHO (the "2019 Litigation"), Plaintiffs filed the instant complaint on July 7, 2023, seeking to obtain the Subject Property for free, and ignoring prior court orders related to Plaintiffs' meritless actions. (*See* RJN, Exs. 2, 3 (case docket downloaded from PACER for the 1st 2022 Litigation), 4 (case

[1] Wanag Tahatan-Bey is a pseudonym for Kevin Woodruff. However, for ease of reference and consistency with Plaintiffs' Complaint, Defendant refers to Mr. Woodruff as "Tahatan-Bey."

[2] In what can only be described as a concerted effort to obfuscate the identity of the instant plaintiff and the application of prior Court orders in both Superior Court and District Court to this matter, Plaintiffs continue their pattern of nonsensical identification in the case caption, and it is unclear as to identity of the plaintiffs. The Court noted the issue as to the opacity of who exactly was or were the plaintiff(s) in both the 1st and 2nd 2022 Litigation. (RJN, Exs. 3 at No. 8, 4 at No. 26.)

docket downloaded from PACER for the 2nd 2022 Litigation), 5 (case docket downloaded from PACER for the Prior Litigation), 6 (case docket downloaded from PACER for the 2019 Litigation).)

Defendant demurs to Plaintiffs' Complaint in its entirety based on uncertainty and Plaintiffs' failure to state sufficient facts to constitute a cause of action against Defendant. Further, Defendant notes that, because Plaintiffs have been deemed vexatious litigants by CAND in the 2nd 2022 Litigation—which is "based upon the same or substantially similar facts, transaction, or occurrence" as the instant litigation, Plaintiffs are, pursuant to California Code of Civil Procedure, vexatious litigants. (*See* Code Civ. Proc., § 391)

For the reasons set forth in this Demurrer, this action fails as a matter of law. The deficiencies explained *infra* require the Court dismiss Defendant with prejudice and, further, deem Plaintiffs vexatious litigants. Plaintiffs' causes of action are not actionable, and no amendment can cure these deficiencies.

FACTUAL AND PROCEDURAL BACKGROUND

I. LOAN HISTORY

On or about July 5, 2017, Tahatan-Bey and Tanya Stutson (collectively, "Borrowers"), as husband and wife, executed a Deed of Trust ("DOT") securing a $454,567 loan with the Subject Property. (*See* RJN, Ex. 7.) The DOT was recorded on July 7, 2017, in the official records of the Contra Costa County Recorder Office (the "Official Records") as document number 20179012149500017. (*Id.*) The DOT identifies Borrowers as the borrowers, Mason McDuffie Mortgage Corporation ("Mason") as the lender, Chicago Title Insurance Company ("Chicago Title") as the trustee, and MERS as the beneficiary as nominee for Mason, its successors and assigns. (*See Id.* at 1-2.) Within the DOT is a "power of sale" provision securing to the lender the repayment of the Loan, performance of Borrowers' covenants and agreements under the DOT, and power of sale over the Property in the event of Borrowers' default or breach. (*Id.* at 3.) In the DOT, Borrowers agreed that "The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to the Borrower." (*Id.* at ¶ 19.) The DOT also expressly provides that MERS has the right "to exercise any or all of those interests,

including, but not limited to, the right to foreclose and sell the Property, and to take any action required of lender…." (*Id.* at 3 (emphasis added).)

On August 31, 2018, MERS recorded a Corporate Assignment of Deed of Trust ("ADOT #1") in the Official Records as document number 2018-0139822 whereby interest under the DOT was assigned to Texas Capital Bank, N.A. (RJN, Ex. 8.) On January 29, 2019, Texas Capital Bank assigned the DOT to Defendant Nationstar via a Corporate Assignment of Deed of Trust ("ADOT #2") recorded in the Official Records as document number 2019-0012381. (RJN, Ex. 9.) On January 31, 2019, Nationstar appointed Barrett Daffin Frappier Treder & Weiss, LLP ("Barrett") as the substituted Trustee. (RJN, Ex. 10.) On February 21, 2019, Barrett recorded a Notice of Default and Election to Sell ("NOD") in the Official Records as document number 2019-0023748. (RJN, Ex. 11.) On August 11, 2021, Barrett recorded a Notice of Trustee's Sale ("NOS") in the Official Records as document number 2021-0223795, setting the trustee's sale for September 28, 2021. (RJN, Ex. 12.) The September 28, 2021, sale was repeatedly postponed and, subsequently, on October 21, 2021, the Subject Property was sold at a trustee's sale to Defendant. (RJN, Ex. 13.) On May 9, 2023, Defendant sold the Subject Property to co-defendant, William H. Wu ("Wu"). (RJN, Ex. 14.)

II. PLAINTIFFS' PRIOR CASES

In order to provide full context for Plaintiffs' egregious use of the court system to date, Defendant will provide a brief overview of the 2019 Litigation, the 1st and 2nd 2022 Litigation, the Appeal of the 2nd 2022 Litigation, and the Prior Litigation (just to name a few of the complaints filed by Plaintiffs in the past three years).

A. 2019 Litigation

On April 8, 2019, Tahatan-Bey (as Kevin-Paul el Woodruff) filed a Complaint in the Superior Court of California, County of Contra Costa, *woodruff, kevin-paul v. Mason McDuffie Mortgage et al*, Case No. C19-00559 (the "State Court Action") against Defendants. The State Court Action was removed to CAND on July 26, 2019. (RJN, Ex. 6.)

While the 2019 Litigation was pending before CAND, Tahatan-Bey—likely fearing remand and dismissal of the 2019 Litigation with prejudice for failure to file an amended complaint in the

required timeframe—filed a voluntary petition under Chapter 7 of the Bankruptcy Code on August 12, 2019, in the U.S. Bankruptcy Court, Northern District of California, *In re Kevin Paul Woodruff and Tanya Renea Stutson*, Case No. 4:19-bk-41825, on August 12, 2019, and subsequently obtained a discharge on April 6, 2020. (RJN, Ex. 15.)

On September 1, 2020, CAND granted Defendant's Motion to Dismiss Plaintiffs' Amended Complaint in the 2019 Litigation **with prejudice**. (RJN, Ex. 6 at No. 50.)

B. 1st 2022 Litigation

On January 7, 2022, Tahatan-Bey filed a complaint entitled as an "Ex Parte Petition" (the "Petition") against Defendant. (RJN, Ex. 3 at No. 1.) The Court found that that Petition was "not comprehensible, even construing it liberally as [the Court] must for unrepresented plaintiffs" because it failed to "state any comprehensible facts underlying the suit" and Tahatan-Bey's "disjointed assertions about the law [did not] have any arguable bearing" as to the 2022 Litigation. (*Id.* at No. 8.)

C. 2nd 2022 Litigation

On May 27, 2022, Tahatan-Bey filed a meritless complaint against Defendant and others. (RJN, Ex. 4 at No. 1.) On June 6, 2022, Tahatan-Bey amended the complaint to something no less meritless and, in fact, far more incomprehensible. (*Id.* at No. 6.)

Defendant moved to dismiss Plaintiff's FAC, and on August 25, 2022, CAND granted Defendant's Motion to Dismiss and issued an Order to Show Cause why Woodruff should not be sanctioned. (*Id.* at No. 26.) Tahatan-Bey responded to the Court's Order to Show Cause, but CAND issued its order declaring Tahatan-Bey a vexatious litigant (the "Vexatious Litigant Order") on September 12, 2022. (RJN, Ex. 1.) The Vexatious Litigant Order explicitly "applies regardless of the name Woodruff uses to file his complaint" and listed the numerous different names he previously used, including the name used in the instant action. (*Id.* at 12:16-20.)

D. Litigation Against the Secretary of Veterans Affairs

Three days after CAND dismissed the 2nd 2022 Litigation, Tahatan-Bey filed a complaint against numerous defendants, including the Secretary of Veterans Affairs (the "V.A."), in Contra Costa County Superior Court as case number C-22-01738 ("the V.A. Litigation"), but failed to

name Defendant as a party. (RJN, Ex. 16 (case docket downloaded from California Superior Court for the V.A. Litigation.) The V.A. Litigation was removed to CAND on March 8, 2023, and assigned case number 3:23-cv-01043-WHO. (RJN, Ex. 17 (case docket downloaded from PACER for the V.A. Litigation.) The V.A. moved to dismiss the V.A. Litigation on March 14, 2023, and, on May 8, 2023, CAND granted the V.A.'s Motion to Dismiss while, at the same time, denying Tahatan-Bey's Motion to Remand. (*Id.* at Nos. 6, 20.) CAND noted that Plaintiff have "a long history of 'serially filing frivolous cases against these defendants to improperly delay a foreclosure despite clear warnings'" and referenced CAND's numerous prior orders regarding Plaintiffs' antics to date. (RJN, Ex. 18.) Defendant was never a named party in the V.A. Litigation and, as such, any alleged notices related to Defendant filed in the V.A. Litigation lack merit.

E. The Appeal of the 2nd 2022 Litigation

On September 16, 2022, Tahatan-Bey filed a Notice of Appeal in the 2nd 2022 Litigation, appealing the dismissal to the Ninth Circuit. (RJN, Ex. 1 at No. 35.) On November 28, 2022, Tahatan-Bey filed an opening brief in Ninth Circuit. Defendant filed its Answering Brief on March 28, 2023, and Tahatan-Bey then filed a Reply Brief on April 11, 2023. (RJN, Ex. 2 at Nos. 4, 14, 17.) After the briefing was complete, the Ninth Circuit affirmed CAND's dismissal of the 2nd 2022 Litigation. (*Id.* at No. 18; RJN, Ex. 4 at No. 49.)

F. Prior Litigation

Heedless of the Vexatious Litigant Order, and while the Appeal was pending, Plaintiffs filed yet another meritless complaint—their third in 2022 against Defendant and fourth overall—on November 15, 2022. (RJN, Ex. 5 at No. 1.) Defendant moved to dismiss the Complaint for failure to state a cause of action as well as the fact that the Prior Litigation was in violation of the Vexatious Litigant Order. (*Id.* at No. 21.) On January 23, 2023, CAND granted Defendant's Motion to Dismiss with leave to amend by February 17, 2023. (*Id.* at No. 30.) Plaintiffs failed to timely amend and, on March 2, 2023, the Court dismissed the Prior Litigation with prejudice. (*Id.* at No. 36.)

LEGAL STANDARD

A complaint must comply with California Rules of Court, including Rule 2.112, which requires each cause of action to be separately stated and include the number and nature of the cause

of action. CRC 2.112. "Failure to comply with Rule 2.112 presumably renders a complaint subject to a motion to strike or a special demurrer for uncertainty." (*Grappo v. McMills* (2017) 11 Cal.App.5th 996, 1014.)

A defendant may demur if "the pleading does not state facts sufficient to constitute a cause of action" or that the pleading is "uncertain." (Code Civ. Proc., § 430.10.) A plaintiff must plead facts to establish every element of the causes of action alleged in the complaint. (*See Cantu v. Resolution Trust Corp.* (1992) 4 Cal.App.4th 857, 879.) The court "treats the demurrer as admitting all material facts properly pleaded, but not contentions, conclusions or deductions of law or fact." (*See Rakestraw v. Cal. Physicians' Serv.* (2000) 81 Cal.App.4th 39, 42-43.) In ruling on a demurrer, courts should "assume the truth of the properly pleaded factual allegations, facts that can be reasonably inferred from those pleaded, and facts of which judicial notice can be taken . . . [but courts should] not assume the truth of pleaded contentions and legal conclusions." (*In re Social Services Payment Cases* (2008) 166 Cal.App.4th 1249, 1263.) "[P]resumptions are always against the pleader, and all doubts are to be resolved against him, for it is to be presumed that he stated his case as favorably as possible to himself; if a fact necessary to the pleader's cause of action is not alleged it must be taken as having no existence." (*Melikian v. Truck Ins. Exch.* (1955) 133 Cal.App.2d 113, 115 (internal citations omitted).) "If the complaint fails to plead, or if the defendant negates, **any** essential element of a particular cause of action," the Court should sustain the demurrer. (*Rakestraw, supra*, 81 Cal.App.4th, at 43 (emphasis added) (citations omitted).)

Where Plaintiff's allegations are inconsistent or contrary to facts stated in the exhibits attached to the pleading, the contents of the exhibits take precedence over such allegations. (*See Dodd v. Citizens Bank of Costa Mesa* (1990) 222 Cal.App.3d 1624, 1626-27; *see also Holland v. Morse Diesel Int'l Inc.* (2002) 86 Cal.App.4th 1443, 1447.)

A court can take judicial notice of "evidentiary matters in its own records, including affidavits, declarations, and interrogatories or requests for admissions" because "[o]therwise, the pleader could breach with impunity the principle requiring truthful pleading and bypass a demurrer by suppressing facts" from the complaint. (*Able v. Van Der Zee* (1987) 256 Cal.App.2d 728, 734.)

In the event the complaint is successfully challenged, the burden is on the plaintiff to demonstrate how the complaint might be amended to cure the defect. (*Assoc. of Comm. Org. for Reform Now v. Dept. of Indus. Relations* (1995) 41 Cal.App.4th 298, 302.) A trial court does not abuse its discretion by sustaining a demurrer without leave to amend if it appears from the complaint that there is no reasonable possibility that an amendment could cure the defect. (*Blickman Turkus, LP v. MF Downtown Sunnyvale, LLC* (2008) 162 Cal.App.4th 858, 867; *Blank v. Kirwan* (1985) 39 Cal. 3d 311, 318 (demurrer is properly sustained without leave to amend when there is no "reasonable possibility that the defect can be cured by amendment").)

ARGUMENT

I. PLAINTIFFS' COMPLAINT IS UNCERTAIN

A demurrer for uncertainty should be granted "if the pleading is so incomprehensible that a defendant cannot reasonably respond." (*Morris v. JPMorgan Chase Bank, NA* (2022) 78 Cal.App.5th 279, 292.) This Complaint, like the innumerable complaints Plaintiffs have filed against Defendant before it, lacks any comprehensibility or basis in law. Further, the Complaint fails to adhere to the applicable California Rules of Court as Plaintiffs fail to separately list, number, and describe any cause of action in the complaint, making it impossible for Defendant to decipher what claims are being alleged against it. (*See* Cal Rules of Court, Rule 2.112.) The Complaint consists of nothing more than a recitation of Plaintiffs' allegations related to jurisdiction and venue, a list of the parties, an alleged "statement of undisputed facts,"[3] and Plaintiffs' conclusion. Notably missing is any kind of cause of action, reference to applicable law, or other information that would provide Defendant with the ability to reasonably respond. Defendant would be required to guess at what causes of action it is defending against in order to respond to the Complaint. Defendant suspect—based solely on the caption page—that Plaintiffs are attempting to foreclose on a purported commercial lien against the Subject Property despite a foreclosure of a senior lien against the Subject Property that would wipe out any and all junior liens, but is unable to determine whether

[3] The Complaint is not verified; there is no indication that any "fact" included in the Complaint is true, let alone undisputed; and, further, Defendant expressly denies the description of Plaintiffs' "facts" as undisputed, having had no opportunity to determine the veracity of Plaintiffs' allegations set forth in the Complaint.

Plaintiffs allege any additional causes of action. The Court should sustain the demurrer for uncertainty so that Plaintiffs may clearly outline the causes of action pursuant to Rule 2.112.

II. PLAINTIFFS' COMPLAINT FAILS TO STATE A CAUSE OF ACTION

Plaintiffs fail to state a cause of action that would entitle Plaintiffs to foreclose on any purported "commercial lien" against the Subject Property given that (a) Plaintiffs' suit to enforce the lien is untimely, (b) Plaintiffs failed to comply with the notice requirements related to a mechanic's lien, (c) the purported basis for the commercial lien set forth in the recorded document is different than the alleged basis set forth in Plaintiff's Complaint; and (d) the UCC-1 finance statement is a nullity.

A. Plaintiffs' Suit is Untimely

The **only** lien included with Plaintiffs' complaint is an alleged mechanic's lien (the "Lien") recorded in the Official Records on October 28, 2022, as document number 2022-0167677. (Compl., Ex. B.) Plaintiffs refer to said lien as a "commercial lien" throughout the Complaint in what can only be described as a blatant attempt to hide-the-ball as to the nature of the purported lien against the Subject Property. As an initial matter, even if the Lien was legitimate—it is not—the deadline for Plaintiffs to enforce the Lien has expired and, as such, Plaintiffs cannot sue to enforce it. Plaintiffs' deadline to "commence an action to enforce a lien" was "within 90 days after recordation of the claim of lien." (Civ. Code, § 8460.) Here, the lien was recorded on October 28, 2022, and the instant Complaint was filed on July 7, 2023, 252 days later. Because Plaintiffs did not bring suit regarding the Lien within ninety (90) days, the claim of the Lien has expired and "is unenforceable." (*Id.*) For this reason, Plaintiffs' Complaint should be dismissed with prejudice.

B. Plaintiffs Failed to Comply with Notice Requirements

In order for a Plaintiffs to enforce the Lien, Plaintiffs needed to give "preliminary notice" to Defendant. (Civ. Code, § 8410.) Such notice needs to comply with the requirements set forth in Section 8200 of the Civil Code which requires Plaintiffs' purported "notice" adhere to Section 8100 of the Civil Code. (*See* Civ. Code, § 8200.) Instead of providing any kind of preliminary notice to Defendant, Plaintiffs filed a purported "notice" in the V.A. Litigation, an action in which Defendant was not a party. Further, the Lien itself asserts that Plaintiffs served the Lien on Defendant via first

class mail on October 28, 2022, the day the Lien was recorded. (Compl., Ex. B.) There is no indication that, **prior to** recording the Lien, Plaintiffs gave notice **to Defendant**. Absent this notice, Plaintiffs cannot enforce the Lien and, therefore, Plaintiffs' Complaint should be dismissed with prejudice.

C. Plaintiffs' Claim for Tribal Land Patent is Meritless

Plaintiffs' Complaint references some ethereal "tribal land patent infringement" without providing any pertinent details (including, but not limited to, the purported tribal land patent) going so far as stating, in Plaintiffs' "notice" filed in the V.A. Litigation that the "sole purpose that forms the basis of the [Lien] are Tribal Land Patent Infringement [25 U.S.C. §§ 194, 202]." (*Id.*) This contradicts the language of the recorded Lien which states that it is a "mechanics lien" related to purported "Labor, services, furnished by claimant…to Fix Side/Back yard Fences, Landscaping Grass/Sod, New Toilet Seat, Garbage Disposal" at Defendant's alleged request. (*Id.*) When the allegations of a complaint are contradicted by exhibits attached to the Complaint, the exhibits control. (*See Dodd, supra*, 222 Cal.App.3d at 1626-27; *see also Holland, supra*, 86 Cal.App.4th at 1447.)

Plaintiffs' claims regarding this purported "Tribal Land Patent Infringement" were reviewed in the Prior Litigation and the CAND found such assertions "similarly incomprehensible" as Plaintiffs' complaint. (RJN, Ex. 5 at No. 36.)

The closest that Defendants can determine what Plaintiffs are referring to as the purported "Tribal Land Patent" is a document TXu 2-347-364 (the "Patent"). (Compl., Ex. C.) Plaintiffs have not included this document with the Complaint, likely because the Patent is not, in reality, a land patent—a document given **by the United States** to a private citizen—but, rather, "Copyright Registration for a Group of Unpublished Works." (RJN, Ex. 5 at No. 29, Ex. C; RJN, Ex. 19.) Copyrighting unpublished works does not, in any way, present a legitimate method of divesting title from the United States to a private citizen, and Plaintiffs can present to authority to support their bogus conclusion.

D. UCC-1 Statement is a Nullity

On May 22, 2023, in what can only be described as one of Plaintiffs' more desperate measures to undo the sale to Wu, Plaintiffs—in violation of Penal Code § 115—recorded a false UCC Financing Statement (the "UCC-1") in the Official Records as document number 2023-0047994. (Compl., Ex. C.) As an initial matter, Plaintiffs filed the UCC-1 without Defendant's authorization required under the Uniform Commercial Code ("UCC"). (U.C.C. § 9-509.) Given Defendant's lack of authorization, the UCC-1 is ineffective. (*See* U.C.C. § 9-510.) Further, Plaintiffs' purported basis for the UCC-1 is not any kind of security agreement but, rather, a mishmash of nonsensical allegations related to Plaintiffs' alleged "pro confesso judgment" regarding the Lien that Plaintiffs failed to timely enforce.

CONCLUSION

For the foregoing reasons, Defendant respectfully requests the Court sustain its Demurrer and dismiss Plaintiffs' Complaint—the operative complaint in this action—in its entirety and without leave to amend and, further, for an order from this Court deeming Plaintiffs vexatious litigants in accordance with Section 391 of the California Code of Civil Procedure.

Dated: August 29, 2023

TROUTMAN PEPPER
HAMILTON SANDERS LLP

Jared D. Bissell

Attorneys for Defendant
Nationstar Mortgage LLC d/b/a Mr. Cooper

PROOF OF SERVICE

STATE OF OR, COUNTY OF MULTNOMAH

I am employed in the County of Multnomah, State of OR. I am over the age of 18 and not a party to the within action; my business address is 100 S.W. Main Street, Suite 1000, Portland, Oregon 97204.

On August 29, 2023, I served the following document(s) described as:

NOTICE OF DEMURRER AND DEMURRER TO PLAINTIFFS' COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES

☒ **BY OVERNIGHT MAIL**: As follows: I am readily familiar with the firm's practice of collection and processing correspondence for overnight mailing. Under that practice, it would be deposited with overnight mail on that same day prepaid at Portland, OR in the ordinary course of business.

☒ **BY ELECTRONIC MAIL** (CRC 2.251): Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses, as last given or submitted on any document which he or she has filed in the case, listed on the attached service list.

Tahatan-Bey, Wanang d/b/a Kevin Paul Woodruff 2730 W. Tregalla Road Unit# 3972 Antioch, CA 94509 *Pro Per Plaintiff*	Numinutitska Penatekawa Tribal Trust 2730 W. Tregalla Road Unit# 3972 Antioch, CA 94509 *Pro Per Plaintiff*
Scott D. Long Fidelity National Law Group The Law Division of Fidelity National Title Group, Inc. 1550 Parkside Drive, Suite 300 Walnut Creek, CA 94596 Email: scott.long@fnf.com *Attorneys for Defendants ServiceLink and Fidelity National Title Company*	

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 29, 2023, at Portland, OR.

Aimée Davis

TROUTMAN PEPPER
HAMILTON SANDERS LLP
Jared D. Bissell, Bar No. 272687
jared.bissell@troutman.com
11682 El Camino Real, Suite 400
San Diego, CA 92130-2092
Telephone: 858.509.6000
Facsimile: 858.509.6040

Attorneys for Defendant
Nationstar Mortgage LLC d/b/a Mr. Cooper
(*erroneously sued as Nationstar Mortgage LLC, d/b/a Mr. Cooper*)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

Numinutitska Penat ekawa Tribal Trust; Wanag Tahatan-Bey Absolute Trustee

Plaintiffs/Lien Claimant,

v.

NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER, BARRETT, DAFFIN, FRAPPIER, TREDER & WEISS LLP LAW FIRM, SERVICLINK TITLE COMPANY, FIDELITY NATIONAL FINANCIAL, INC, FIRST AMERICAN MORTGAGE SOLUTION, INC In Rem, WILLIAM H. WU In Personam et al, and DOES 1-10. Inclusive,

Defendant(s)/Lien Debtors.

Case No. N23-1265

(Assigned for All Purposes to Hon. John P. Devine)

DECLARATION OF JARED D. BISSELL IN SUPPORT OF DEMURRER TO PLAINTIFFS' COMPLAINT

Date:
Time:
Dept.: 9

Complaint Filed: July 7, 2023
Trial Date: None Set

[*Filed concurrently with Notice of Demurrer and Demurrer to Plaintiffs' Complaint; Memorandum of Points and Authorities in Support Thereof; Request for Judicial Notice in Support of Demurrer to Plaintiff's Complaint; [Proposed] Order Granting Demurrer to Plaintiffs' Complaint; [Proposed] Judgment*]

TROUTMAN PEPPER HAMILTON SANDERS LLP
11682 EL CAMINO REAL
SUITE 400
SAN DIEGO, CA 92130-2092

DECLARATION OF JARED D. BISSELL

I, Jared D. Bissell, declare as follows:

1. I am an attorney at law, licensed to practice in the State of California and before this Court. I am an attorney with the law firm Troutman Pepper Hamilton Sanders LLP, counsel of record for Defendant, Nationstar Mortgage LLC d/b/a Mr. Cooper (*erroneously sued as Nationstar Mortgage LLC, d/b/a Mr. Cooper*) ("Defendant"). If called as a witness in this matter, I am competent to testify of my own personal knowledge, to the best of my recollection, as to the matters set forth in this Declaration.

2. I make this declaration pursuant to California Code of Civil Procedure section 430.41 regarding meet and confer efforts made prior to filing the Defendant's Demurrer to Plaintiff's' Complaint.

3. On August 15, 2023, I had a telephone conversation with Plaintiff, Wanag Tahatan-Bey, to meet and confer regarding Defendant's anticipated demurrer to the Complaint and to request dismissal.

4. Plaintiffs refused to dismiss the Complaint or otherwise amend the Complaint at that time and, therefore, no agreement was reached prior to filing the Demurrer that would render it unnecessary.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed August 29, 2023, at San Diego, California.

_____

Jared D. Bissell

PROOF OF SERVICE

STATE OF OR, COUNTY OF MULTNOMAH

I am employed in the County of Multnomah, State of OR. I am over the age of 18 and not a party to the within action; my business address is 100 S.W. Main Street, Suite 1000, Portland, Oregon 97204.

On August 29, 2023, I served the following document(s) described as:

DECLARATION IN SUPPORT OF DEMURRER

☒ **BY OVERNIGHT MAIL**: As follows: I am readily familiar with the firm's practice of collection and processing correspondence for overnight mailing. Under that practice, it would be deposited with overnight mail on that same day prepaid at Portland, OR in the ordinary course of business.

☒ **BY ELECTRONIC MAIL** (CRC 2.251): Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses, as last given or submitted on any document which he or she has filed in the case, listed on the attached service list.

Tahatan-Bey, Wanang d/b/a Kevin Paul Woodruff 2730 W. Tregalla Road Unit# 3972 Antioch, CA 94509 *Pro Per Plaintiff*	Numinutitska Penatekawa Tribal Trust 2730 W. Tregalla Road Unit# 3972 Antioch, CA 94509 *Pro Per Plaintiff*
Scott D. Long Fidelity National Law Group The Law Division of Fidelity National Title Group, Inc. 1550 Parkside Drive, Suite 300 Walnut Creek, CA 94596 Email: scott.long@fnf.com *Attorneys for Defendants ServiceLink and Fidelity National Title Company*	

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 29, 2023, at Portland, OR.

Aimée Davis

TROUTMAN PEPPER
HAMILTON SANDERS LLP
Jared D. Bissell, Bar No. 272687
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Telephone: 858.509.6000
Facsimile: 858.509.6040

Attorneys for Defendant
Nationstar Mortgage LLC d/b/a Mr. Cooper
(*erroneously sued as Nationstar Mortgage LLC, d/b/a Mr. Cooper*)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

Numinutitska Penatekawa Tribal Trust; Wanag Tahatan-Bey Absolute Trustee

Plaintiffs/Lien Claimant,

v.

NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER, BARRETT, DAFFIN, FRAPPIER, TREDER & WEISS LLP LAW FIRM, SERVICLINK TITLE COMPANY, FIDELITY NATIONAL FINANCIAL, INC, FIRST AMERICAN MORTGAGE SOLUTION, INC In Rem, WILLIAM H. WU In Personam et al, and DOES 1-10. Inclusive,

Defendant(s)/Lien Debtors.

Case No. N23-1265

(Assigned for All Purposes to Hon. John P. Devine)

[PROPOSED] JUDGMENT

Date:
Time:
Dept.: 9

Complaint Filed: July 7, 2023
Trial Date: None Set

TROUTMAN PEPPER HAMILTON SANDERS LLP
11682 EL CAMINO REAL
SUITE 400
SAN DIEGO, CA 92130-2092

The Court heard the Demurrer to Plaintiffs' Complaint ("Demurrer") filed by Defendant, Nationstar Mortgage LLC d/b/a Mr. Cooper (*erroneously sued as Nationstar Mortgage LLC, d/b/a Mr. Cooper*) ("Defendant").

Appearances were noted on the record for Plaintiffs, Numinutitska Penatekawa Tribal Trust and Wanag Tahatan-Bey Absolute Trustees (collectively, "Plaintiffs"), and Defendant. Upon consideration of the papers and arguments in support of, and in opposition to, Defendant's Demurrer, and for good cause shown:

IT IS HEREBY ADJUDGED AND DECREED AS FOLLOWS

1. Defendant's Demurrer to Plaintiffs' Complaint is sustained in its entirety without leave to amend. Defendant is dismissed with prejudice.

2. Judgment shall be entered in favor of Defendant and against Plaintiffs. Plaintiffs shall have nothing by way of its Complaint against Defendant.

3. Defendant shall recover costs of suit against Plaintiffs. Any request for attorneys' fees shall be made by Motion.

Dated: _____

_____
Hon. John P. Devine

PROOF OF SERVICE

STATE OF OR, COUNTY OF MULTNOMAH

I am employed in the County of Multnomah, State of OR. I am over the age of 18 and not a party to the within action; my business address is 100 S.W. Main Street, Suite 1000, Portland, Oregon 97204.

On August 29, 2023, I served the following document(s) described as:

[PROPOSED] JUDGMENT

☒ **BY OVERNIGHT MAIL**: As follows: I am readily familiar with the firm's practice of collection and processing correspondence for overnight mailing. Under that practice, it would be deposited with overnight mail on that same day prepaid at Portland, OR in the ordinary course of business.

☒ **BY ELECTRONIC MAIL** (CRC 2.251): Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses, as last given or submitted on any document which he or she has filed in the case, listed on the attached service list.

Tahatan-Bey, Wanang d/b/a Kevin Paul Woodruff 2730 W. Tregalla Road Unit# 3972 Antioch, CA 94509 *Pro Per Plaintiff*	Numinutitska Penatekawa Tribal Trust 2730 W. Tregalla Road Unit# 3972 Antioch, CA 94509 *Pro Per Plaintiff*
Scott D. Long Fidelity National Law Group The Law Division of Fidelity National Title Group, Inc. 1550 Parkside Drive, Suite 300 Walnut Creek, CA 94596 Email: scott.long@fnf.com *Attorneys for Defendants ServiceLink and Fidelity National Title Company*	

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 29, 2023, at Portland, OR.

Aimée Davis

TROUTMAN PEPPER
HAMILTON SANDERS LLP
Jared D. Bissell, Bar No. 272687
jared.bissell@troutman.com
11682 El Camino Real, Suite 400
San Diego, CA 92130-2092
Telephone: 858.509.6000
Facsimile: 858.509.6040

Attorneys for Defendant
Nationstar Mortgage LLC d/b/a Mr. Cooper
(*erroneously sued as Nationstar Mortgage LLC, d/b/a Mr. Cooper*)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

Numinutitska Penatekawa Tribal Trust; Wanag Tahatan-Bey Absolute Trustee

Plaintiffs/Lien Claimant,

v.

NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER, BARRETT, DAFFIN, FRAPPIER, TREDER & WEISS LLP LAW FIRM, SERVICLINK TITLE COMPANY, FIDELITY NATIONAL FINANCIAL, INC, FIRST AMERICAN MORTGAGE SOLUTION, INC In Rem, WILLIAM H. WU In Personam et al, and DOES 1-10. Inclusive,

Defendant(s)/Lien Debtors.

Case No. N23-1265

(Assigned for All Purposes to Hon. John P. Devine)

[PROPOSED] ORDER GRANTING DEMURRER TO PLAINTIFFS' COMPLAINT

Date:
Time:
Dept.: 9

Complaint Filed: July 7, 2023
Trial Date: None Set

TROUTMAN PEPPER HAMILTON SANDERS LLP
11682 EL CAMINO REAL
SUITE 400
SAN DIEGO, CA 92130-2092

The Demurrer to Plaintiffs' Complaint ("Demurrer") filed by Defendant; Nationstar Mortgage LLC d/b/a Mr. Cooper (*erroneously sued as Nationstar Mortgage LLC, d/b/a Mr. Cooper*) ("Defendant"); in the above-referenced action came on for hearing before this Court.

After consideration of the papers and arguments in support of, and in opposition to, Defendant's Demurrer, and for good cause shown, the Court HEREBY ORDERS THAT:

Defendant's Demurrer to Plaintiff's Complaint is sustained in its entirety without leave to amend. Defendant is dismissed with prejudice.

IT IS SO ORDERED

Dated: _____

_____
Hon. John P. Devine

PROOF OF SERVICE

STATE OF OR, COUNTY OF MULTNOMAH

I am employed in the County of Multnomah, State of OR. I am over the age of 18 and not a party to the within action; my business address is 100 S.W. Main Street, Suite 1000, Portland, Oregon 97204.

On August 29, 2023, I served the following document(s) described as:

[PROPOSED] ORDER GRANTING DEMURRER

☒ **BY OVERNIGHT MAIL**: As follows: I am readily familiar with the firm's practice of collection and processing correspondence for overnight mailing. Under that practice, it would be deposited with overnight mail on that same day prepaid at Portland, OR in the ordinary course of business.

☒ **BY ELECTRONIC MAIL** (CRC 2.251): Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses, as last given or submitted on any document which he or she has filed in the case, listed on the attached service list.

Tahatan-Bey, Wanang d/b/a Kevin Paul Woodruff 2730 W. Tregalla Road Unit# 3972 Antioch, CA 94509 *Pro Per Plaintiff*	Numinutitska Penatekawa Tribal Trust 2730 W. Tregalla Road Unit# 3972 Antioch, CA 94509 *Pro Per Plaintiff*
Scott D. Long Fidelity National Law Group The Law Division of Fidelity National Title Group, Inc. 1550 Parkside Drive, Suite 300 Walnut Creek, CA 94596 Email: scott.long@fnf.com *Attorneys for Defendants ServiceLink and Fidelity National Title Company*	

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 29, 2023, at Portland, OR.

Aimée Davis

TROUTMAN PEPPER
HAMILTON SANDERS LLP
Jared D. Bissell, Bar No. 272687
jared.bissell@troutman.com
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San Diego, CA 92130-2092
Telephone: 858.509.6000
Facsimile: 858.509.6040

Attorneys for Defendant
Nationstar Mortgage LLC d/b/a Mr. Cooper
(*erroneously sued as Nationstar Mortgage LLC, d/b/a Mr. Cooper*)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

Numinutitska Penatekawa Tribal Trust; Wanag Tahatan-Bey Absolute Trustee

Plaintiffs/Lien Claimant,

v.

NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER, BARRETT, DAFFIN, FRAPPIER, TREDER & WEISS LLP LAW FIRM, SERVICLINK TITLE COMPANY, FIDELITY NATIONAL FINANCIAL, INC, FIRST AMERICAN MORTGAGE SOLUTION, INC In Rem, WILLIAM H. WU In Personam et al, and DOES 1-10. Inclusive,

Defendant(s)/Lien Debtors.

Case No. N23-1265

(Assigned for All Purposes to Hon. John P. Devine)

REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF DEMURRER TO PLAINTIFFS' COMPLAINT

Date:
Time:
Dept.: 9

Complaint Filed: July 7, 2023
Trial Date: None Set

[*Filed concurrently with Notice of Demurrer and Demurrer to Plaintiffs' Complaint; Memorandum of Points and Authorities in Support Thereof; Declaration of Jared D. Bissell in Support of Demurrer to Plaintiffs' Complaint; [Proposed] Order Granting Demurrer to Plaintiffs' Complaint; [Proposed] Judgment*]

TROUTMAN PEPPER HAMILTON SANDERS LLP
11682 EL CAMINO REAL
SUITE 400
SAN DIEGO, CA 92130-2092

Pursuant to Evidence Code Section 452, Defendant, Nationstar Mortgage LLC d/b/a Mr. Cooper (*erroneously sued as Nationstar Mortgage LLC, d/b/a Mr. Cooper*) ("Defedant"), requests the Court take judicial notice of the following documents in connection with its Demurrer to Plaintiffs' Complaint as follows:

Exhibit 1. Order Declaring Plaintiff a Vexatious Litigant entered by the United States District Court for the Northern District of California ("CAND"), *Woodruff, kevin-paul El et al v. Mason McDuffie Mortgage Corporation et al.*, Case No. 3:22-cv-03124-WHO (the "2nd 2022 Litigation").

Exhibit 2. Case docket downloaded from PACER for the United States Court of Appeals for the Ninth Circuit (the "Ninth Circuit"), *Kevin Woodruff v. Mason McDuffie Mortgage Corporation, et al.*, Cas No. 66-16476 (the "Appeal").

Exhibit 3. Case docket downloaded from PACER for CAND, *The League of American Autochthon Heirs et al v. Mason McDuffie Mortgage Corporation et al*, Case No. 3:22-mc-80008-WHO (the "1st 2022 Litigation")

Exhibit 4. Case docket downloaded from PACER for the 2nd 2022 Litigation.

Exhibit 5. Case docket downloaded from PACER for CAND, *The League of American Autochthon Heir Tribal Nation, et al. v. United States of America, et al.*, Case No. 3:22-cv-7155-JSC (the "Prior Litigation")

Exhibit 6. Case docket downloaded from PACER for CAND, *Woodruff v. Mason McDuffie Mortgage Corporation et al*, Case No. 3:19-cv-04300-WHO (the "2019 Litigation").

Exhibit 7. Deed of Trust executed by Kevin Woodruff and Tanya Stutson on or about July 5, 2017, securing an obligation in the principal amount of $454,567.00 and encumbering the property located at 2013 Mt. Hamilton Dr., Antioch CA 94531 ("Property") recorded in the official records of the Contra Costa County Recorder's Office (the "Official Records") on July 7, 2017, as Document No. 20179012149500017.

Exhibit 8. Corporate Assignment of Deed of Trust to Texas Capital Bank, N.A. recorded in the Official Records on August 31, 2018, as Document No. 2018-0139822.

Exhibit 9. Corporate Assignment of Deed of Trust to Nationstar recorded in the Official Records on January 29, 2019, as Document No. 2019-0012381.

Exhibit 10. Substitution of Trustee appointing Barrett Daffin Frappier Treder & Weiss, LLP as the substituted trustee recorded in the Official Records on February 6, 2019, as Document No. 2019-0016466.

Exhibit 11. Notice of Default and Election to Sell recorded in the Official Records on February 21, 2019, as Document No. 2019-0023748.

Exhibit 12. Notice of Trustee's Sale recorded in the Official Records on August 11, 2021, as Document No. 2021-0223795.

Exhibit 13. Trustee's Deed Upon Sale recorded in the Official Records on October 21, 2021, as Document No. 2021-0285835.

Exhibit 14. Grant Deed recorded in the Official Records on May 9, 2023, as Document No. 2023-0043006.

Exhibit 15. Bankruptcy docket downloaded from PACER for the U.S. Bankruptcy Court, Northern District of California, *In re Kevin Paul Woodruff and Tanya Renea Stutson*, Case No. 4:19-bk-41825.

Exhibit 16. Case docket downloaded from California Superior Court, Contra Costa County, *Wanag Tahatan-Bey v. Secretary of Veterans Affairs*, Case No. C22-01738.

Exhibit 17. Case docket downloaded from PACER for CAND, *Woodruff et al. v. Secretary of Veteran Affairs et al.*, Case No. 3:23-cv-01043-WHO (the "V.A. Litigation").

Exhibit 18. Order Granting Motion to Dismiss and Denying Motion to Remand entered by CAND on May 8, 2023, in the V.A. Litigation.

Exhibit 19. Certificate of Copyright Registration for a Group of Unpublished Works, registration number TXu 2-347-364.

POINTS AND AUTHORITIES

A court may take judicial notice of "facts and propositions that are not reasonably subject to dispute and are capable of immediate and accurate determination by resort to sources of reasonably indisputable accuracy." (Evid. Code § 452(h).) This encompasses information found in public records, including publicly recorded documents. (*See Evans v. Cal. Trailer Court, Inc.* (1994) 28 Cal.App.4th 540, 549.) A court may also take judicial notice of the records of "any court of record of the United States," and of the truth "of facts asserted in documents such as orders." (*Sosinsky v. Grant* (1992) 6 Cal.App.4th 1548, 1561 (quoting Evid. Code § 452(d)) (additional citations omitted).) Further, a prior court finding "may be a proper subject of judicial notice if it has a res judicata or collateral estoppel effect in a subsequent action." (*Kilroy v. State of California* (2004) 119 Cal.App.4th 140, 148.)

I. PUBLICLY RECORDED DOCUMENTS ARE PROPERLY SUBJECT TO JUDICIAL NOTICE

Documents recorded in official public records are subject to judicial notice pursuant to Evidence Code section 452(h), because the contents and authenticity of such documents "cannot reasonably be controverted." (*Evans, supra*, 28 Cal.App.4th at 549; *see also* Evid. Code § 452(h) (allowing judicial notice of "facts and propositions that are not reasonably subject to dispute and are capable of immediate and accurate determination by resort to sources of reasonably indisputable accuracy.").) Courts therefore commonly take judicial notice of recorded deeds and similar instruments. (*See, e.g.*, *McElroy v. Chase Manhattan Mortg. Corp.* (2005) 134 Cal.App.4th 388, 394 (2005); *see also Evans, supra*, 28 Cal.App.4th at 549; *Cal-Am. Income Prop. Fund II v. Cnty. of L.A.* (1989) 208 Cal.App.3d 109, 112 fn. 2.)

Courts can also judicially notice facts that derive from the effect of a legally operative document. (*Scott v. JPMorgan Chase Bank, N.A.* (2013) 214 Cal.App.4th 743, 754.) For instance, this includes the identity of a beneficiary under a deed of trust when an effect of the document is to designate a beneficiary. (*See Fontenot v. Wells Fargo Bank, N.A.* (2011) 198 Cal.App.4th 256, 264-265 (disapproved on other grounds by *Yvanova v. New Century Mortgage Corp.* (2016) 62 Cal.4th

919, 939, fn. 13) (concluding on record before it that "MERS was the beneficiary under the deed of trust because, as a legally operative document, the deed of trust designated MERS as the beneficiary" and that "[g]iven this designation, MERS's status was not reasonably subject to dispute").)

The attached Exhibits 7 through 14 are true and correct copies of documents recorded in such public records and, consequently, judicial notice of those documents is proper.

II. JUDICIAL NOTICE IS MANDATORY UNDER CIRCUMSTANCES PRESENT HERE

Judicial notice is mandatory in accordance with Evidence Code section 451(a). Judicial notice is also mandatory in accordance with Evidence Code section 453, which provides that, upon request by a party, courts shall take judicial notice "of any matter specified in Section 452" when the requesting party "[g]ives each adverse party sufficient notice of the requests" and "[f]urnishes the court with sufficient information to enable it to take judicial notice of the matter." (Evid. Code § 453.) Plaintiff has sufficient notice of Exhibits 1 through 19, as they (i) are public documents that were executed by Plaintiffs, (ii) originated in court proceedings involving Plaintiffs, and/or (iii) are placed at issue by Plaintiffs in this litigation. Additionally, the descriptions herein of documents attached as Exhibits 1 through 19 provide the Court with sufficient information to identify those Exhibits. Therefore, judicial notice is mandatory with respect to all exhibits attached hereto. (Evid. Code, §§ 451(a), 453.)

CONCLUSION

For the reasons stated above, Defendant requests the Court grant its Request for Judicial Notice.

Dated: August 29, 2023

TROUTMAN PEPPER
HAMILTON SANDERS LLP

Jared D. Bissell

Attorneys for Defendant
Nationstar Mortgage LLC d/b/a Mr. Cooper

PROOF OF SERVICE

STATE OF OR, COUNTY OF MULTNOMAH

I am employed in the County of Multnomah, State of OR. I am over the age of 18 and not a party to the within action; my business address is 100 S.W. Main Street, Suite 1000, Portland, Oregon 97204.

On August 29, 2023, I served the following document(s) described as:

REQUEST FOR JUDICIAL NOTICE

☒ **BY OVERNIGHT MAIL**: As follows: I am readily familiar with the firm's practice of collection and processing correspondence for overnight mailing. Under that practice, it would be deposited with overnight mail on that same day prepaid at Portland, OR in the ordinary course of business.

☒ **BY ELECTRONIC MAIL** (CRC 2.251): Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses, as last given or submitted on any document which he or she has filed in the case, listed on the attached service list.

Tahatan-Bey, Wanang d/b/a Kevin Paul Woodruff 2730 W. Tregalla Road Unit# 3972 Antioch, CA 94509 *Pro Per Plaintiff*	Numinutitska Penatekawa Tribal Trust 2730 W. Tregalla Road Unit# 3972 Antioch, CA 94509 *Pro Per Plaintiff*
Scott D. Long Fidelity National Law Group The Law Division of Fidelity National Title Group, Inc. 1550 Parkside Drive, Suite 300 Walnut Creek, CA 94596 Email: scott.long@fnf.com *Attorneys for Defendants ServiceLink and Fidelity National Title Company*	

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 29, 2023, at Portland, OR.

Aimée Davis

Exhibit 1

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

KEVIN-PAUL EL WOODRUFF,

Plaintiff,

v.

MASON MCDUFFIE MORTGAGE CORPORATION, et al.,

Defendants.

Case No. 3:22-cv-03124-WHO

ORDER DECLARING PLAINTIFF A VEXATIOUS LITIGANT

United States District Court
Northern District of California

Based on serially filing frivolous cases against these defendants to improperly delay a foreclosure despite clear warnings, I ordered plaintiff Kevin Woodruff to show cause why he should not be declared a vexatious litigant. I find him to be a vexatious litigant and enter a narrow pre-filing order, the terms of which appear at the bottom of this Order.

BACKGROUND

The full details of Woodruff's litigation history are discussed below. In brief, Woodruff filed this case to halt a foreclosure on real property he owns. *See generally* Dkt. No. 8. After granting a motion to dismiss from defendants U.S. Bank, NA, Nationwide Mortgage, and Mortgage Electronic Registration System, and in light of his history and the nature of the claims, I ordered Woodruff to show cause why he should not be sanctioned, including declared a vexatious litigant. *See id.* at 2–3. He filed a (late) response to the order that I have reviewed. Dkt. No. 31.[1]

[1] Shortly before the hearing on this order, Woodruff filed what he styled a motion for leave to file a second amended complaint. Dkt. No. 27. That motion is DENIED and the briefing schedule on it is VACATED both because the case was already dismissed with prejudice and because the proposed motion is largely duplicative of the previous frivolous attempt.

LEGAL STANDARD

"Flagrant abuse of the judicial process cannot be tolerated because it enables one person to preempt the use of judicial time that properly could be used to consider the meritorious claims of other litigants." *De Long v. Hennessey*, 912 F.2d 1144, 1148 (9th Cir. 1990). As a result, "[t]he All Writs Act, 28 U.S.C. § 1651(a), provides district courts with the inherent power to enter pre-filing orders against vexatious litigants." *Molski v. Evergreen Dynasty Corp.*, 500 F.3d 1047, 1057 (9th Cir. 2007). But "[r]estricting access to the courts is . . . a serious matter. The right of access to the courts is a fundamental right protected by the Constitution." *Ringgold-Lockhart v. Cnty. of Los Angeles*, 761 F.3d 1057, 1061 (9th Cir. 2014) (internal quotation marks, alteration, and citation omitted). Because "such sanctions can tread on a litigant's due process right of access to the courts," a pre-filing order is an "extreme remedy that should rarely be used." *Molski*, 500 F.3d at 1057.

The Ninth Circuit has outlined four factors that district courts must examine before entering pre-filing orders against vexatious litigants. First, the litigant must be provided notice and an opportunity to oppose the order. *De Long*, 912 F.2d at 1147. Second, the district court must "create an adequate record for review." *Id.* Third, the court must "make substantive findings as to the frivolous or harassing nature of the litigant's actions." *Id.* at 1148 (internal quotation marks and citation omitted). Fourth, the resulting order "must be narrowly tailored to closely fit the specific vice encountered." *Molski*, 500 F.3d at 1057.

DISCUSSION

As noted, I ordered Woodruff to show cause why he should not be sanctioned, including why he should not be declared a vexatious litigant. *See* Dkt. No. 26 at 2–3. For the reasons that follow, I declare him a vexatious litigant and enter a narrow pre-filing order. I also conclude that monetary sanctions are unwarranted at this point, but I caution Woodruff that further frivolous cases may result in monetary sanctions.

A. Notice and Opportunity to Be Heard

The first factor is that Woodruff must have been given "notice and a chance to be heard before the order is entered." *Molski*, 500 F.3d at 1057. Here, he was. On August 25, 2022, I

entered an order to show cause why Woodruff should not be sanctioned. Dkt. No. 26 at 2–3. I wrote that "[s]pecifically, I am considering issuing monetary sanctions under Federal Rule of Civil Procedure 11, civil contempt sanctions, sanctions under my inherent authority, and sanctions under 28 U.S.C. § 1927. For clarity, this means that Woodruff would be under a court order to pay either the Court or the defendants money—which may be substantial amounts of money. I am also considering declaring Woodruff a vexatious litigant as a sanction, and he is ordered to show cause why he should not be declared a vexatious litigant." *Id.* I gave him an opportunity to file a written response, *see id.*, which he did, Dkt. No. 31. I also held a hearing on September 7, 2022, at which Woodruff appeared and made an argument. The requirements of this factor are, therefore, met. *See, e.g.*, *Strojnik v. IA Lodging Napa First LLC*, No. 19-CV-03983-DMR, 2020 WL 2838814, at *7 (N.D. Cal. June 1, 2020) (collecting standards).

B. Record

Next, I must "create an adequate record for review." *De Long*, 912 F.2d at 1147. This record "should include a listing of all the cases and motions that led the district court to conclude that a vexatious litigant order was needed." *Id.* It should show that the litigant's activities were "numerous," "abusive," or both. *See id.*

Woodruff's first case was filed in this Court in February 2019 before Magistrate Judge Laurel Beeler. *See Woodruff et al v. Mason McDuffie Mortgage Corporation et al*, 3:19-cv-01054-WHO (N.D. Cal.) ("*Woodruff I*"). Like all of these cases, it is (as far as can reasonably be determined) about an impending foreclosure of a property Woodruff purchased in 2017 with a deed of trust. Woodruff made one filing as a motion for a temporary restraining order ("TRO"), did not file a complaint, and styled other filings such as requests for a "writ of discovery." *See id.*, Dkt. Nos. 1, 4. Judge Beeler ordered him to actually file a complaint, denied the motion for a TRO, denied the miscellaneous other filings, and required Woodruff to properly complete his *in forma pauperis* ("IFP") application. *Id.*, Dkt. No. 7. One of his filings was styled a "notice of lis pendens"; as Judge Beeler explained when declaring it void, such a notice gives notice that an action has been filed that clouds title and prevents transfer until the end of litigation. *Id.* at 4. Neither Woodruff nor his co-plaintiff, Tanya Stutson, filed a completed IFP application by the

deadline, so Judge Beeler again ordered them to do so by an extended deadline. *Id.*, Dkt. No. 12. When they again did not do so by the deadline, she issued a report and recommendation that the case be dismissed for failure to pay the filing fee or complete an IFP application. *Id.*, Dkt. No. 17. There were no objections filed; I adopted the report and recommendation and dismissed the complaint without prejudice on March 4, 2019. *Id.*, Dkt. No. 19.

Less than three weeks later, Woodruff filed an identical complaint in Contra Costa County Superior Court. *See Woodruff et al v. Mason McDuffie Mortgage Corporation et al*, 3:19-cv-01054-WHO (N.D. Cal.) ("*Woodruff II*"), Dkt. No. 50 at 3 (recounting history). The state court found numerous issues with the complaint, including internal inconsistencies about the parties' identities, that any claims attacking the chain of title were foreclosed by the deed of trust, that Woodruff lacked standing for that reason, and that key allegations were missing. *Id.* at 3–4. Woodruff failed to respond to the motion to dismiss, but the court granted leave to amend anyway. *Id.* at 4. Instead of amending, Woodruff "improperly removed the case to this court." *Id.* Magistrate Judge Joseph Spero issued a report and recommendation that the case be dismissed sua sponte for improper removal, but I declined to do so because one of the defendants intended to remove the case anyway. *See id.*

Before *Woodruff II* could further proceed, Woodruff filed a bankruptcy petition, resulting in an automatic stay. *See In re Kevin Paul Woodruff and Tanya Renea Stutson*, 4:19-bk-41825 (Bankr. N.D. Cal.) ("*Woodruff Bankr. I*"). He also filed an adversary proceeding in that bankruptcy against these defendants and others. *See Kevin Woodruff Estate Tanya Stutson Estate v. United States Department of Treasury, et al.*, 4:19-ap-04045 (Bankr. N.D. Cal.) ("*Woodruff Bankr. II*"). Eventually, the Bankruptcy Court granted a motion to dismiss the adversary proceeding and discharged the bankruptcy petition. *See Woodruff II*, Dkt. No. 50 at 4–5 (collecting citations).

With the bankruptcy stay lifted in *Woodruff II*, I held a case management conference, but Woodruff and co-plaintiff Stutson did not appear. *Id.* at 5. The defendants indicated that they had received a proposed amended complaint from Woodruff that had not actually been filed. *Id.* To avoid more delays and because Woodruff was proceeding *pro se*, I deemed that proposed amended

complaint the operative one. *Id.* at 6. I then granted the defendants' motions to dismiss (which were not responded to) with prejudice on September 1, 2020. *Id.* I first found that, because plaintiffs failed to schedule their claims preventing the foreclosure sale in the bankruptcy, they lacked standing to pursue claims held by the bankruptcy trustee. *See id.* at 7–9. I also found that they were judicially estopped from asserting claims now that they failed to disclose during bankruptcy proceedings. *Id.* Even if the complaint were not deficient in those fundamental ways, however, I explained that it "also utterly fails to state a plausible claim." *Id.* at 10. It was filled with "blanket assertion[s]" and "convoluted and nonsensical arguments that involve inapplicable law." *Id.* Nonetheless, I went through each claim and explained in some detail why it was inadequate. *See id.* at 10–13. Woodruff attempted to halt a foreclosure sale by invoking the antitrust provisions of the Sherman Act and the debt collector provisions of the Fair Debt Collection Practices Act, neither of which applied. *Id.* at 10–12. He also called one cause of action "Unlawful Securitization of Intellectual Property" and invoked an irrelevant statute about relinquishment of U.S. nationality. *See id.* at 12. He alleged a cause of action titled "Swindle/Embezzlement Act Trafficking/Trademark/Counterfeiting Securities Goods," which was not comprehensible (and to the extent a few stray phrases were, they were irrelevant). *See id.* at 12–13. As I explained, "[b]ecause they have had multiple opportunities to pursue their case in state court, in bankruptcy court and before me, I grant the dismissal WITH PREJUDICE." *Id.* at 13.

On January 7, 2022, Woodruff filed a "miscellaneous" case in this court against the same defendants—and this time, with no explanation, the U.S. Department of Veterans Affairs and its Secretary. *See The League of American Autochthon Heirs et al v. Mason McDuffie Mortgage Corporation et al*, 3:22-mc-80008-WHO (N.D. Cal.) ("*Woodruff III*"). The case was captioned as being brought by the "League of American Autochthon Heirs"—an organization whose existence is unclear at best—and the "estate" of Kevin Woodruff as well as Stutson, his co-plaintiff in the other cases, and "Wanag Tahatan-bey," who was listed as a purported "tribal judge" that the case was pending "before." Elsewhere, Woodruff has referred to himself as Wanag Tahaten-bey, Wanag Tahatan, Chief Wanag, Kevin Woodruff Estate, Estate of Kevin-Paul El Woodruff, and as

one of the Absolute Trustees to Cestui Que Trust. In granting the defendants' motion to dismiss in April 2022, I explained that, despite these odd naming conventions, it was clear the case was by Woodruff (and Stutson). *See Woodruff III*, Dkt. No. 8 at 1–2. I granted the motion to dismiss, explaining that "[t]he motion to dismiss makes multiple arguments, and many or all appear meritorious. Ruling on two of them is sufficient to dismiss these claims with prejudice." *Id.* at 2. First, the complaint failed to state a claim; it,

> as repeatedly noted, is not comprehensible, even construing it liberally as I must for unrepresented plaintiffs. *See Hebbe v. Pliler*, 627 F.3d 338, 342 (9th Cir. 2010). The pleading rules are violated when a complaint consists of "incomprehensible rambling." *Cafasso, U.S. ex rel. v. Gen. Dynamics C4 Sys., Inc.*, 637 F.3d 1047, 1059 (9th Cir. 2011) (quoting 5 Charles A. Wright & Arthur R. Miller, Federal Practice & Procedure § 1217 (3d ed.2010)). The complaint contains no colorable claims. It does not state any comprehensible facts underlying the suit. While it contains disjointed assertions about the law, none of them have any arguable bearing on these proceedings. And the plaintiffs' opposition defends none of this; it largely repeats the incomprehensible statements in the complaint. It is, accordingly, far from containing "sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face." *Ashcroft* [*v. Iqbal*, 556 U.S. 662, 678 (2009)] (internal quotation marks and citation omitted). Indeed, the only way that this Order can even describe basic facts about the case is from the previous suits and the defendants' explanations. This alone would require dismissal.

Id. at 2–3. Second, I reiterated my ruling that the plaintiffs lacked standing and were judicially estopped from pursuing the claims due to failing to schedule and disclose them in the bankruptcy proceedings. *Id.* at 3. I took judicial notice of *Woodruff II* and incorporated by reference the analysis there. *Id.* And I denied leave to amend, both because the standing and estoppel issues were legal barriers that could not be cured by amended pleadings and because,

> even applying the usual factors that govern leave to amend, it would be denied. *See Moore v. Kayport Package Exp., Inc.*, 885 F.2d 531, 538 (9th Cir. 1989). This is the third case in this court and fifth judicial proceeding; even though they were filed as different cases, the plaintiffs have now had ample opportunity to state their claims. Yet they still insist on filing frivolous suits with garbled pleading and briefs that are unresponsive to the issues. *See id.* (weighing "repeated failure to cure deficiencies"). For the same reasons, their actions smack of bad faith and dilatory motive. See id. (weighing these factors). Accordingly, "justice [does not] require[]" amendment. Fed.

R. Civ. P. 15(a).

Id. at 3–4.

Significantly, in dismissing the case, I warned that "[t]hough I will not levy sanctions today, the plaintiffs are cautioned that frivolous cases—which this one indisputably is—may result in monetary sanctions in the future. *See* Fed. R. Civ. P. 11." *Id.* at 1.

The present case—from now on, "*Woodruff IV*"—was filed on May 27, 2022, less than a month-and-a-half after *Woodruff III* was dismissed. *See* Dkt. No. 1. The defendants again moved to dismiss and I again granted it. I explained that,

> As I previously remarked, this suit seeks "to, apparently, halt a foreclosure sale. But that would not be clear from the face of the first pleading filed in this case (which I will construe as a complaint) or the plaintiffs' opposition to a pending motion to dismiss." [Citation.] This time, even that cannot be said because Woodruff has not filed an opposition to the motion to dismiss. That alone would be good grounds to grant the motion to dismiss in light of Woodruff's history.
>
> Even reaching the merits, the case will be dismissed. In [*Woodruff II*], I explained at some length that Woodruff lacked standing and was judicially estopped from challenging this foreclosure sale due to failing to schedule the claims in a bankruptcy case. [Citation.] I also explained that the complaint "utterly fail[ed] to state a plausible claim." [Citation.] In [*Woodruff III*], I found the same things again. [Citation.]
>
> The same result is required here, for the same reasons. The complaint is mostly "incomprehensible rambling," *Cafasso, U.S. ex rel. v. Gen. Dynamics C4 Sys., Inc.*, 637 F.3d 1047, 1059 (9th Cir. 2011), which cannot state a claim under the rules, *see* Fed. R. Civ. P. 12(b)(6). It contains only "disjointed legal claims" and no "comprehensible facts underlying the suit." [Citation.] So it must be dismissed for failure to state a claim. *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). Leave to amend is denied because it would be futile to allow this to continue (and Woodruff has not filed an opposition defending how he could amend anyway). *See Moore v. Kayport Package Exp., Inc.*, 885 F.2d 531, 538 (9th Cir. 1989).
>
> The case is dismissed on the independent ground that Woodruff lacks standing and is judicially estopped for reasons I have now twice explained and incorporate here. [Citations.] Amendment would, again, be futile because the barrier is a legal one.

Dkt. No. 26 at 1–2. As noted, I also ordered Woodruff to show cause why he should not be

sanctioned, including being declared a vexatious litigant. *Id.* 2–3.

I explain below why, even though these filings are not as "numerous" as in many cases involving vexatious litigants, they nonetheless meet the standard for declaring Woodruff a vexatious litigant due to the abuse of the legal system, the suits' frivolous nature, Woodruff's actions during litigation, and the real-world effects of permitting Woodruff to file serial suits without consequence.

C. Frivolous and Harassing Filings

The third factor is that I must "make substantive findings as to the frivolous or harassing nature of the litigant's actions." *De Long*, 912 F.2d at 1148 (internal quotation marks and citation omitted). This factor "gets to the heart of the vexatious litigant analysis." *Molski*, 500 F.3d at 1059. In assessing it, I examine "both the number and content of the filings as indicia of the frivolousness of the litigant's claims." *Id.* (internal quotation marks and citation omitted).

To start, *Woodruff I*, *Woodruff II*, *Woodruff III*, and *Woodruff IV* were meritless and frivolous on their own terms. As chronicled in detail above, each judge to have reviewed the claims—Judge Beeler, the state-court judge, Judge Spero, and me—found profound problems with the suits. *See supra* Section B. In *Woodruff I*, Woodruff attempted to secure a TRO without filing a complaint and filed a "notice of lis pendens," which would have clouded the title to the property. *Id.* Judge Beeler denied those attempts, explaining in clear terms why those attempts were improper and directing Woodruff to resources for *pro se* parties. Instead of engaging with this, Woodruff failed to properly file an IFP petition or pay the filing fee despite Judge Beeler's multiple extensions. *Id.* The case was ultimately dismissed.

Woodruff II, *Woodruff III*, and *Woodruff IV* were especially frivolous—and I explicitly described how meritless they were each time. *See id.* In each case, the complaint made incomprehensible and disjointed claims sprinkled with mangled legalese with no true factual allegations. *See id.* Often, Woodruff simply did not respond to motions to dismiss or to court orders calling for responses. *See id.* He did not appear at hearings and case management conferences. *See id.* When he did make responsive filings, they were of a piece with the complaints—frivolous. *See id.* Woodruff's legal claims pulled in random statutes and legal phrases. *See id.* He alleged essentially no facts, or only did so in a conclusory manner. *See id.* In

short, he never came close to demonstrating that he had even colorable entitlement to relief, yet he insisted on filing near-identical follow-on complaints and suits anyway.

Of course, *pro se* parties are given special leeway and their filings are construed liberally, not as a professional lawyer's would be. *See Hebbe*, 627 F.3d at 342. The prior orders recognized as much. *See supra* Section B. But the problems with Woodruff's filings went far beyond a lack of legal training. Many were in the nature of what a "sovereign citizen" would file. *See, e.g.*, *Woodruff II*, Dkt. No. 50 at 6 n.5 (stating as much); *Woodruff III*, Dkt. No. 8 at 2 (same). Over and over again, the filings were essentially rambling or conclusory, not the good-faith attempts of an unrepresented party to get the law right. *See supra* Section B. These cases are the very definition of frivolous.

Not only were the claims frivolous on their own terms, but they are revealed to be especially abusive in light of the many warnings and opportunities for correction and hearing that Woodruff was given. Instead of taking those warnings to heart and making honest attempts at correcting his errors, Woodruff spurned them. Indeed, he often simply did not file anything to defend his claims or show up for hearings. When he did file things, they were equally as frivolous as the complaints themselves. Sometimes, Woodruff would file a new case within weeks of the end of a previous one with the same basic garbled filings.

Woodruff's actions have also resulted in an unjustified drain on the resources of the court and the defendants. Even though Woodruff's filings were indisputably meritless, the defendants have still had to spend significant resources litigating them. In each case, the defendants have dutifully filed developed motions to dismiss that have, no doubt, cost significant money in attorney's fees. Woodruff's filings have taxed the court's resources too. Despite the frivolousness of the filings and the unreasonableness of Woodruff's litigation tactics, I and every other judge to have presided over the cases has devoted the same time, attention, and consideration to it as we would in any case. There is no reason to continue this pattern and waste further judicial resources.

This serial filing of nearly identical meritless suits also has another real-world consequence: it interferes with disposition of the property at issue. As the defendants represented in this case, these lawsuits have "thwart[ed]" foreclosure on the property. *See* Dkt. No. 17 at 10.

The defendants likely reasonably fear repercussions if they foreclose on a property that is subject to litigation—even frivolous litigation. Based on the nature of these suits, it is clear that Woodruff is using them as an improper delay tactic to achieve what he would not or would not through proper legal processes. This problem is especially acute since Woodruff went through an entire bankruptcy proceeding, including an adversary proceeding against these defendants. He should not be permitted to use the backdoor of frivolous suit upon frivolous suit to indefinitely delay a foreclosure.

I recognize that, often, a vexatious litigation finding is only appropriate when the number of suits filed is more numerous than here. *See, e.g.*, *Wood v. Santa Barbara Chamber of Com., Inc.*, 705 F.2d 1515, 1523 (9th Cir. 1983) (35 related actions). And I would not, in most circumstances, consider four cases to be sufficient. But there is also no firm minimum threshold. *Cf. Ringgold-Lockhart*, 761 F.3d at 1065 ("Whether a litigant's motions practice in two cases could ever be so vexatious as to justify imposing a pre-filing order against a person, we do not now decide. Such a situation would at least be extremely unusual, in light of the alternative remedies available to district judges to control a litigant's behavior in individual cases."). Instead, the inquiry looks at *both* the number *and* the nature of the suits. *Molski*, 500 F.3d at 1059. Here, there have been four federal-court suits (which does not count the bankruptcy petition and the adversary proceeding). But these four particular suits warrant my finding today: they have been patently, inarguably frivolous from the outset; Woodruff has ignored opportunities given to correct his behavior; the suits have wasted party and judicial resources; and they have been used as an improper vehicle to create real-world consequences outside the litigation. Significantly, too, Woodruff was explicitly warned in the suit *before* this one that continuing to file frivolous suits could result in sanctions. *See supra* Section B. On top of this, it has now become clear that "more restrictive means" or other effective tools for curtailing this abusive conduct are not effective. *See Ringgold-Lockhart*, 761 F.3d at 1065 (weighing these concerns). Woodruff has been warned and warned again. He has been threatened with sanctions. He has persisted. In addition, the pre-filing order that I craft is extremely narrow, tailored only to block further plainly frivolous attempts at halting the foreclosure. *See infra* Section D.

Woodruff filed a written response and appeared at the show-cause hearing. *See* Dkt. No. 31. Some of that response is still not comprehensible. More importantly, Woodruff did not (in writing or at the hearing) offer any sufficient justification for his actions, show that he now understood the clear problems with his suits, or explain how his future behavior would be different than the past. He expressed that he believes what is happening to him is unjust, that the bankruptcy proceeding did not go as he wished, and that he was trying to navigate the court system as best he could. The problem is that his past actions speak louder than those words. This is not a situation in which a *pro se* plaintiff has had ordinary difficulty with the legal system; as recounted, Woodruff has been given ample warnings and caution about the flaws in what he has done, but he has proceeded anyway. While I understand his frustration, that is not a justification for serial frivolous filings.

In these circumstances, a vexatiousness finding is warranted.

D. Narrow Tailoring

Last, the pre-filing order "must be narrowly tailored to closely fit the specific vice encountered." *Molski*, 500 F.3d at 1057. Here, I make the order as narrow as possible to avoid the particular abusive practice I have identified and do no more. *See supra* Section C. It will bar "only the type of claims [Woodruff] ha[s] been filing vexatiously," and will not deny him "access to courts on any claim that is not frivolous." *Ringgold-Lockhart*, 761 F.3d at 1066 (internal quotation marks, citation, and alterations omitted).

First, the order solely applies to Woodruff. I recognize that his previous co-plaintiff, Tanya Stutson, has an interest in the property and deed of trust too, has previously filed frivolous cases, and potentially will do so in the future. But she is not a party to this suit and, so, was not ordered to show cause. I caution Woodruff and her, though, that if she files future frivolous suits of the same character as a way to get around this order, she too will be sanctioned.

Second, the order solely applies to cases filed in this court, not, for instance, state court.

Third, the order solely applies to suits against defendants named in this suit. It will, however, apply to any combination of those defendants and will also apply regardless of who else Woodruff names as defendants—in part because his pattern has included naming defendants such

as the Secretary of Veterans Affairs that have no connection to his cases.

Fourth, the order solely applies to suits arising from claims about this particular property.

Fifth, the order will not entirely foreclose Woodruff from filing cases. Instead, the general duty judge will perform a pre-filing review. I will also limit that review solely to determining whether the complaint is facially frivolous and comprehensible, a similar determination to one that district judges frequently make under the IFP statute. *See* 28 U.S.C. § 1915. To keep the order as narrow as possible, I will not impose a requirement that the duty judge examine the complaint to determine if Woodruff is judicially estopped from bringing it, as I have found multiple times. Instead, I focus the analysis solely on frivolousness.

The net result of these provisions is that the pre-filing order applies to a narrow category of cases that Woodruff could bring—"the type of claims [he] ha[s] been filing vexatiously." *Ringgold-Lockhart*, 761 F.3d at 1066. And even then, it will not bar any suit that is not facially frivolous.

Accordingly, the order is sufficiently narrowly tailored.

CONCLUSION AND PRE-FILING ORDER

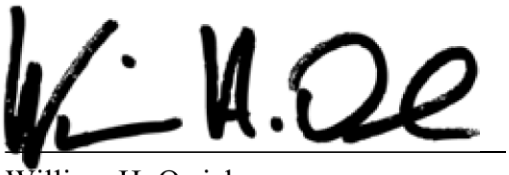
Kevin Woodruff is hereby DECLARED a vexatious litigant. This Order applies regardless of the name Woodruff uses to file his complaint. He has previously used the names Kevin-Paul El Woodruff, Wanag Tahatan-bey, Kevin Woodruff Estate, Estate of Kevin-Paul El Woodruff, Chief Wanag, and Absolute Trustee to Cestui Que Trust, and has filed suit as the organization League of American Autochthon Heirs.

It is ORDERED that Woodruff is ENJOINED from filing any civil action in the U.S. District Court for the Northern District of California against Mason McDuffie Mortgage Corporation, Citigroup Global Markets, Inc., US Bank, NA, Mortgage Electronic Registration System, or Nationstar Mortgage LLC (in any combination or with other defendants) that in any manner concerns the property at 2013 Mount Hamilton Dr., Antioch, CA 94531, without first obtaining certification from the general duty judge that the complaint is comprehensible and not facially frivolous. The Clerk of the Court shall not file or accept any further complaints by Woodruff. If Woodruff wishes to file a complaint, he must provide a copy of that complaint, a

letter requesting that the complaint be filed, and a copy of this order to the Clerk. The Clerk shall forward the complaint, letter, and this order to the general duty judge for the determination as stated above. Any violation of this order will result in Woodruff being held in contempt of court and issued monetary sanctions; any action filed in violation of this order will be subject to automatic dismissal.

IT IS SO ORDERED.

Dated: September 12, 2022



William H. Orrick
United States District Judge

United States District Court
Northern District of California

Exhibit 2

General Docket
United States Court of Appeals for the Ninth Circuit

Court of Appeals Docket #: 22-16476 **Docketed:** 09/27/2022
Nature of Suit: 3190 Other Contract Actions **Termed:** 08/04/2023
Kevin Woodruff v. Mason McDuffie Mortgage Corporation, et al
Appeal From: U.S. District Court for Northern California, San Francisco
Fee Status: Paid

Case Type Information:
1) civil
2) private
3) null

Originating Court Information:
District: 0971-3 : 3:22-cv-03124-WHO
Trial Judge: William Horsley Orrick, District Judge
Date Filed: 05/27/2022

Date Order/Judgment:	Date Order/Judgment EOD:	Date NOA Filed:	Date Rec'd COA:
09/14/2022	09/14/2022	09/16/2022	09/19/2022

Prior Cases:

01-10712	**Date Filed:** 12/12/2001	**Date Disposed:** 02/19/2002	**Disposition:** Dismissed - Judge Order
03-72613	**Date Filed:** 07/16/2003	**Date Disposed:** 06/21/2004	**Disposition:** Denied - Judge Order
95-80233	**Date Filed:** 06/27/1995	**Date Disposed:** 07/20/1995	**Disposition:** Denied - Judge Order
95-80248	**Date Filed:** 07/17/1995	**Date Disposed:** 08/07/1995	**Disposition:** Denied - Judge Order
95-80352	**Date Filed:** 10/24/1995	**Date Disposed:** 11/24/1995	**Disposition:** Denied - Judge Order
95-80373	**Date Filed:** 11/06/1995	**Date Disposed:** 01/19/2007	**Disposition:** Dismissed - Judge Order
96-10397	**Date Filed:** 09/16/1996	**Date Disposed:** 08/06/1997	**Disposition:** Vacated - Opinion
97-10000	**Date Filed:** 01/02/1997	**Date Disposed:** 04/10/1997	**Disposition:** Dismissed - Judge Order
98-10358	**Date Filed:** 08/24/1998	**Date Disposed:** 09/29/1999	**Disposition:** Affirmed - Memorandum
98-15571	**Date Filed:** 04/07/1998	**Date Disposed:** 09/29/1998	**Disposition:** Rule 42-1 Dismissal - Clerk Order

Current Cases:
None

KEVIN PAUL WOODRUFF, as Grantor for Kevin Woodruff Estate Tanya Stutson Estate, AKA Wanag Tahatan-Bey Plaintiff - Appellant,	Kevin Paul Woodruff [COR LD NTC Pro Se] 2013 Mount Hamilton Drive Antioch, CA 94531
v.	
MASON MCDUFFIE MORTGAGE CORPORATION Defendant - Appellee,	
CITIGROUP GLOBAL MARKETS, INC. Defendant - Appellee,	
US BANK, N.A., as Trustee for Securitized Trust Ginnie Mae Guaranteed Remic Trust 2017-134 Trust Defendant - Appellee,	Jared Bissell Direct: 858-509-6000 Email: jared.bissell@troutman.com [COR LD NTC Retained] Troutman Pepper Hamilton Sanders, LLP 11682 El Camino Real Suite 400 San Diego, CA 92130
TEXAS CAPITAL BANK, NA Defendant - Appellee,	
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. Defendant - Appellee,	Jared Bissell Direct: 858-509-6000 [COR LD NTC Retained] (see above)
NATIONSTAR MORTGAGE, LLC Defendant - Appellee,	Jared Bissell Direct: 858-509-6000

	22-16476 DktEntry: [COR LD NTC Retained] (see above)
SECRETARY OF VETRANS AFFAIRS AS U.S. OFFICERS Defendant - Appellee,	

KEVIN PAUL WOODRUFF, as Grantor for Kevin Woodruff Estate Tanya Stutson Estate, AKA Wanag Tahatan-Bey,

Plaintiff - Appellant,

v.

MASON MCDUFFIE MORTGAGE CORPORATION; CITIGROUP GLOBAL MARKETS, INC.; US BANK, N.A., as Trustee for Securitized Trust Ginnie Mae Guaranteed Remic Trust 2017-134 Trust; TEXAS CAPITAL BANK, NA; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.; NATIONSTAR MORTGAGE, LLC; SECRETARY OF VETRANS AFFAIRS AS U.S. OFFICERS,

Defendants - Appellees.

09/27/2022	1 61 pg, 1.13 MB	DOCKETED CAUSE AND ENTERED APPEARANCES OF COUNSEL AND PRO SE APPELLANT. SEND MQ: No. The schedule is set as follows: Appellant Kevin Paul Woodruff opening brief due 11/30/2022. Appellees Citigroup Global Markets, Inc., Mason McDuffie Mortgage Corporation, Mortgage Electronic Registration Systems, Inc., Nationstar Mortgage LLC, Secretary of Vetrans Affairs as U.S. Officers, Texas Capital Bank, NA and US Bank, N.A. answering brief due 12/30/2022. Appellant's optional reply brief is due 21 days after service of the answering brief. [12550408] (RT) [Entered: 09/27/2022 11:00 AM]
10/03/2022	2 10 pg, 236.85 KB	Filed clerk order (Deputy Clerk: CKP): Order to show cause docket fee due [12555035] (CKP) [Entered: 10/03/2022 04:12 PM]
11/28/2022	3 26 pg, 1.38 MB	Filed original and 7 copies of Appellant Kevin Paul Woodruff opening brief of 6 pages (Informal: No). Served on 11/21/2022. [12597010] (KT) [Entered: 11/28/2022 02:24 PM]
12/29/2022	4	Filed (ECF) Streamlined request for extension of time to file Answering Brief by Appellees MERS, Nationstar Mortgage LLC and US Bank, N.A.. New requested due date is 01/27/2023. [12619749] [22-16476] (Bissell, Jared) [Entered: 12/29/2022 09:35 AM]
12/29/2022	5	**Streamlined request [4] by Appellees MERS, Nationstar Mortgage LLC and US Bank, N.A. to extend time to file the brief is approved FOR ALL APPELLEES. Amended briefing schedule: Appellees Citigroup Global Markets, Inc., Mason McDuffie Mortgage Corporation, Mortgage Electronic Registration Systems, Inc., Nationstar Mortgage LLC, Secretary of Vetrans Affairs as U.S. Officers, Texas Capital Bank, NA and US Bank, N.A. answering brief due 01/30/2023. The optional reply brief is due 21 days from the date of service of the answering brief.** [12619764] (BG) [Entered: 12/29/2022 09:50 AM]
01/12/2023	6 2 pg, 101.16 KB	Filed clerk order (Deputy Clerk: DA): On October 3, 2022, this court issued an order directing appellant to pay $505.00 to the district court as the docketing and filing fees for this appeal, or file in this court a motion to proceed in forma pauperis. On November 28, 2022, appellant filed the opening brief, but failed to address the fee status issue. Within 21 days from the date of this order, appellant must pay $505.00 to the district court as the docketing and filing fees for this appeal, or submit to this court a motion to proceed in forma pauperis. The answering brief remains due January 30, 2023. The optional reply brief is due within 21 days after service of the answering brief. The filing of a motion to proceed in forma pauperis will automatically stay the briefing schedule under Ninth Circuit Rule 27-11. If appellant fails to comply with this order, the appeal will be dismissed automatically by the Clerk under Ninth Circuit Rule 42-1. [12628892] (CKP) [Entered: 01/12/2023 01:01 AM]
01/23/2023	7 4 pg, 1.16 MB	Filed (ECF) Appellees MERS, Nationstar Mortgage LLC and US Bank, N.A. Motion to extend time to file Answering brief until 02/13/2023. Date of service: 01/23/2023. [12636260] [22-16476] (Bissell, Jared) [Entered: 01/23/2023 03:05 PM]
02/08/2023	8 2 pg, 124.47 KB	Filed order (Deputy Clerk: DA): On January 12, 2023, this court ordered appellant, within 21 days, either to pay the filing fees or move to proceed in forma pauperis. The order warned appellant that failure to comply would result in the automatic dismissal of the appeal by the Clerk of the Court. To date, appellant has not complied with the court's order. Accordingly, this appeal is dismissed for failure to prosecute. See 9th Cir. R. 42-1. Appellees' motion for an extension of time to file the answering brief (Docket Entry No. [7]) is denied as moot. This order served on the district court will, 21 days after the date of the order, act as and for the mandate of this court. [12648804] (AF) [Entered: 02/08/2023 10:25 AM]
02/13/2023	9 12 pg, 439.07 KB	Filed Appellant Kevin Paul Woodruff writ of consideration. Deficiencies: None. Served on 02/13/2023. [12653186] (QDL) [Entered: 02/14/2023 03:39 PM]
02/15/2023	10	Received notification from District Court re: payment of docket fee. Amount Paid: USD 505.00. Date paid: 09/23/2022. [12654007] (RT) [Entered: 02/15/2023 03:11 PM]
02/16/2023	11 2 pg, 128.65 KB	Filed clerk order (Deputy Clerk: DA): On February 8, 2023, the court dismissed this appeal for failure to prosecute based on failure to pay the docketing and filing fees. See 9th Cir. R. 42-1. The district court updated its docket on February 14, 2023 to reflect that appellant paid the docketing and filing fees for this appeal on September 23, 2022. The motion to reinstate this appeal is granted (Docket Entry No. [9]). The February 8, 2023 order is vacated, and the appeal is reinstated. Appellant's opening brief was filed on November 28, 2022. The answering brief is due March 30, 2023. The optional reply brief is due within 21 days after service of the answering brief. Because appellant is proceeding without counsel, appellant was not required to file excerpts of record. See 9th Cir. R. 30-1.3. Appellees "must file Supplemental Excerpts of Record that contain all of the documents that are cited in the pro se opening brief or otherwise required by Rule 30-1.4, as well as the documents that are cited in the answering brief." See id. [12654839] (JBS) [Entered: 02/16/2023 01:04 PM]
03/28/2023	12 29 pg, 94.34 KB	Submitted (ECF) Answering Brief for review. Submitted by Appellees Nationstar Mortgage LLC, MERS and US Bank, N.A.. Date of service: 03/28/2023. [12683131] [22-16476] (Bissell, Jared) [Entered: 03/28/2023 06:34 AM]
03/28/2023	13 122 pg, 42.99 MB	Submitted (ECF) supplemental excerpts of record. Submitted by Appellees MERS, Nationstar Mortgage LLC and US Bank, N.A.. Date of service: 03/28/2023. [12683132] [22-16476] (Bissell, Jared) [Entered:

		03/28/2023 06:55 AM]
03/29/2023	☐ 14 2 pg, 95.57 KB	Filed clerk order: The answering brief [12] submitted by MERS, Nationstar Mortgage LLC and US Bank, N.A. is filed. Within 7 days of the filing of this order, filer is ordered to file 6 copies of the brief in paper format, accompanied by certification (attached to the end of each copy of the brief) that the brief is identical to the version submitted electronically. Cover color: red. The supplemental excerpts of record [13] submitted by MERS, Nationstar Mortgage LLC and US Bank, N.A. are filed. Within 7 days of this order, filer is ordered to file 3 copies of the excerpts in paper format securely bound on the left side, with white covers. The paper copies shall be submitted to the principal office of the Clerk. [12684157] (KWG) [Entered: 03/29/2023 08:35 AM]
03/31/2023	☐ 15	Received 3 paper copies of supplemental excerpts of record [13] in 1 volume(s) filed by Appellees MERS, Nationstar Mortgage LLC and US Bank, N.A.. [12686795] (SD) [Entered: 03/31/2023 02:59 PM]
03/31/2023	☐ 16	Received 6 paper copies of Answering Brief [12] filed by MERS, Nationstar Mortgage LLC and US Bank, N.A.. [12686803] (SD) [Entered: 03/31/2023 03:01 PM]
04/11/2023	☐ 17 16 pg, 747.82 KB	Filed original and 6 copies of Appellant Kevin Paul Woodruff reply brief of 8 pages (Informal: No); 4 copies of excerpts of record in 1 volume(s). Served on 03/31/2023. [12693579]--[Edited 04/11/2023 by SML to correct the number of copies of the excerpts.] (SML) [Entered: 04/11/2023 02:04 PM]
08/04/2023	☐ 18 6 pg, 403.93 KB	FILED MEMORANDUM (MARY M. SCHROEDER, JOHNNIE B. RAWLINSON and BRIDGET S. BADE) All pending requests are denied. AFFIRMED. FILED AND ENTERED JUDGMENT. [12768107] (CPA) [Entered: 08/04/2023 09:47 AM]

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Exhibit 3

U.S. District Court
California Northern District (San Francisco)
CIVIL DOCKET FOR CASE #: 3:22-mc-80008-WHO

The League of American Autochthon Heirs et al v. Mason McDuffie Mortgage Corporation et al
Assigned to: Judge William H. Orrick
Relate Case Case: 3:22-cv-03124-WHO
Cause: 28:1331(a) Fed. Question: Real Property

Date Filed: 01/07/2022
Date Terminated: 04/15/2022
Jury Demand: None
Nature of Suit: 890 Other Statutory Actions
Jurisdiction: Federal Question

Petitioner

The League of American Autochthon Heirs

represented by **The League of American Autochthon Heirs**
201 13th Street
Unit 12367
Oakland, CA 94604
925-477-9454
PRO SE

Petitioner

Kevin Woodruff Estate

represented by **Kevin Woodruff Estate**
PRO SE

Petitioner

Tanya Stutson Estate

represented by **Tanya Stutson Estate**
PRO SE

Petitioner

Wanag Tahatan-bey

represented by **Wanag Tahatan-bey**
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Woodruff Province
Oakland, CA 94604
(925) 477-9454
Fax: (925) 987-0292
PRO SE

V.

Respondent

Mason McDuffie Mortgage Corporation

Respondent

Citigroup Global Markets, Inc.

Respondent

US Bank, NA
as Trustee for Securitized Trust Ginnie Guaranteed Remic Trust, Texas

represented by **Jared D. Bissell**
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11682 El Camino Real, Suite 400
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LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Respondent

Capital Bank, NA

Respondent

Mortgage Electronic Registration System represented by **Jared D. Bissell**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Respondent

Cenlar Nationstar Mortgage LLC represented by **Jared D. Bissell**
doing business as
Mr. Cooper
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Respondent

U.S. Department of Veterans Affairs

Respondent

Denis Richard McDonough

Date Filed	#	Docket Text
01/07/2022	1	PETITION EXPARTE PETITION FOR AN ORDER RESTRAINING FORECLOSURE TRUSTEE DEED UPON SALE AGAINST REAL PROPERTY [C.C.P. 526] PETITION ENDING FRAUD OF THE FOREIGN CORPORATION UNITED STATES OF AMERICA INC ET AL FOREIGN CORPORATE STATES INC.,' COMPLAINT FOR: LACK OF STANDING TO FORECLOSE, BREACH OF CONTRACT, SLANDER OF TITLE, TEMPORARY RESTRAINING ORDER/INJUNCTIVE RELIEF against Capital Bank, NA, Cenlar Nationstar Mortgage LLC, Citigroup Global Markets, Inc., Mason McDuffie Mortgage Corporation, Denis Richard McDonough, Mortgage Electronic Registration System, U.S. Department of Veterans Affairs, US Bank, NA (Filing fee $49-44811017357). Filed byTanya Stutson Estate, Kevin Woodruff Estate, Wanag Tahatan-bey, The League of American Autochthon Heirs. (Attachments: # 1 Civil Cover Sheet, # 2 recept)(hdj, COURT STAFF) (Filed on 1/7/2022) Modified on 1/10/2022 (hdj, COURT STAFF). Modified on 1/11/2022 (wsn, COURT STAFF). (Entered: 01/10/2022)
01/11/2022	2	CLERK'S NOTICE OF IMPENDING REASSIGNMENT TO A U.S. DISTRICT COURT JUDGE: The Clerk of this Court will now randomly reassign this case to a District Judge because either (1) a party has not consented to the jurisdiction of a Magistrate Judge, or (2) time is of the essence in deciding a pending judicial action for which the necessary consents to Magistrate Judge jurisdiction have not been secured. You will be informed by separate notice of the district judge to whom this case is reassigned. ALL HEARING DATES PRESENTLY SCHEDULED BEFORE THE CURRENT MAGISTRATE JUDGE ARE VACATED AND SHOULD BE RE-NOTICED FOR HEARING BEFORE THE JUDGE TO WHOM THIS CASE IS REASSIGNED. *This is a text only docket entry; there is no document associated with this notice.* (tshlc1, COURT STAFF) (Filed on 1/11/2022) Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) (Entered: 01/11/2022)
01/11/2022	3	**ORDER REASSIGNING CASE. Case reassigned using a proportionate, random, and blind system pursuant to General Order No. 44 to Judge William H. Orrick for all further**

		proceedings. Magistrate Judge Thomas S. Hixson no longer assigned to case, Notice: The assigned judge participates in the Cameras in the Courtroom Pilot Project. See General Order No. 65 and http://cand.uscourts.gov/cameras.. Signed by Clerk on 1/11/22. (Attachments: # 1 Notice of Eligibility for Video Recording)(as, COURT STAFF) (Filed on 1/11/2022) **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)** **(Entered: 01/11/2022)**
02/11/2022	4	MOTION to Dismiss *Defendants' Notice of Motion and Motion to Dismiss* filed by Cenlar Nationstar Mortgage LLC, Mortgage Electronic Registration System, US Bank, NA. Motion Hearing set for 4/20/2022 02:00 PM in San Francisco, Courtroom 02, 17th Floor before Judge William H. Orrick. Responses due by 2/25/2022. Replies due by 3/4/2022. (Bissell, Jared) (Filed on 2/11/2022) (Entered: 02/11/2022)
02/11/2022	5	Request for Judicial Notice *Defendants' Request for Judicial Notice in Support of Motion to Dismiss* filed byCenlar Nationstar Mortgage LLC, Mortgage Electronic Registration System, US Bank, NA. (Attachments: # 1 Exhibit 1, # 2 Exhibit 2, # 3 Exhibit 3, # 4 Exhibit 4, # 5 Exhibit 5, # 6 Exhibit 6, # 7 Exhibit 7, # 8 Exhibit 8, # 9 Proposed Order)(Bissell, Jared) (Filed on 2/11/2022) (Entered: 02/11/2022)
02/23/2022	6	Response re 4 Defendants' Notice of Motion and Motion to Dismiss by Wanag Tahatan-bey. (Attachments: # 1 Exhibits, # 2 Envelope) (gba, COURT STAFF) (Filed on 2/23/2022) (Entered: 02/24/2022)
03/04/2022	7	REPLY (re 4 MOTION to Dismiss *Defendants' Notice of Motion and Motion to Dismiss*) *Defendants' Reply in Support of Motion to Dismiss* filed byCenlar Nationstar Mortgage LLC, Mortgage Electronic Registration System, US Bank, NA. (Bissell, Jared) (Filed on 3/4/2022) (Entered: 03/04/2022)
04/15/2022	8	**ORDER DISMISSING CASE WITH PREJUDICE. Signed by Judge William H. Orrick on 4/15/2022. The case is DISMISSED WITH PREJUDICE against all defendants.2 Judgment will be entered accordingly. (jmd, COURT STAFF) (Filed on 4/15/2022)** **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)** **(Entered: 04/15/2022)**
04/15/2022	9	CLERK'S JUDGMENT. (jmd, COURT STAFF) (Filed on 4/15/2022) Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) (Entered: 04/15/2022)
07/25/2022	10	**Judicial Referral for Purpose of Determining Relationship of Cases re Case No. 22-cv-3124. Signed by Judge Vince Chhabria on 7/25/2022. (vclc3, COURT STAFF) (Filed on 7/25/2022)** **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)** **(Entered: 07/25/2022)**
08/01/2022	11	**ORDER RELATING CASE No. 22-cv-3124-VC. Signed by Judge William H. Orrick on 08/01/2022. (jmd, COURT STAFF) (Filed on 8/1/2022)** **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)** **(Entered: 08/01/2022)**

PACER Service Center

Transaction Receipt

12/22/2022 10:34:51

PACER Login:	jdbissell	**Client Code:**	999999.999999
Description:	Docket Report	**Search Criteria:**	3:22-mc-80008-WHO
Billable Pages:	3	**Cost:**	0.30

Exhibit 4

ADRMOP,APPEAL,CLOSED,ProSe,RELATE

U.S. District Court
California Northern District (San Francisco)
CIVIL DOCKET FOR CASE #: 3:22-cv-03124-WHO

Woodruff v. Mason McDuffie Mortgage Corporation et al
Assigned to: Judge William H. Orrick
Relate Case Cases: 3:22-mc-80008-WHO
3:23-cv-01043-WHO
Case in other court: USCA, 22-16476
Cause: 28:1331 Fed. Question: Breach of Contract

Date Filed: 05/27/2022
Date Terminated: 09/12/2022
Jury Demand: None
Nature of Suit: 190 Contract: Other
Jurisdiction: Federal Question

Plaintiff

Kevin-Paul El Woodruff
as Grantor for Kevin Woodruff Estate Tanya Stutson Estate
also known as
Chief wanag tahatan-bey stutson

represented by **Kevin-Paul El Woodruff**
Two Zero One, Thirteen Street
Box 12367 General Post Office
Oakland, CA 94604-9999
925-477-9454
PRO SE

V.

Defendant

Mason McDuffie Mortgage Corporation

Defendant

Citigroup Global Markets, Inc.

Defendant

US Bank, NA as Trustee for Securitized Trust Ginnie Mae Guaranteed Remic Trust 2017-134 Trust

represented by **Jared D. Bissell**
Troutman Pepper Hamilton Sanders LLP
11682 El Camino Real, Suite 400
San Diego, CA 92130
(858) 509-6000
Fax: (858) 509-6040
Email: jared.bissell@troutman.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Texas Capital Bank, NA

Defendant

Mortgage Electronic Registration System, ("MERS")

represented by **Jared D. Bissell**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Nationstar Mortgage LLC
doing business as
Mr. Cooper Barrett Daffin Frappier Treder & Weiss LLP Law Firm

represented by **Jared D. Bissell**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Secretary of Vetrans Affairs as U.S. Officers

Date Filed	#	Docket Text
05/27/2022	1	COMPLAINT against Citigroup Global Markets, Inc., Mason McDuffie Mortgage Corporation, Mortgage Electronic Registration System, ("MERS"), Nationstar Mortgage LLC, Texas Capital Bank, NA, US Bank, NA as Trustee for Securitized Trust Ginnie Mae Guaranteed Remic Trust 2017-134 Trust (Filing fee $ 402., receipt #44611017490). Filed by Kevin-Paul El Woodruff. Consent/Declination due by 6/10/2022. (Attachments: # 1 Civil Cover Sheet, # 2 Receipt)(dhm, COURT STAFF) (Filed on 5/27/2022) (Entered: 05/31/2022)
05/27/2022	3	**Initial Case Management Scheduling Order with ADR Deadlines: Case Management Statement due by 8/18/2022. Initial Case Management Conference set for 8/25/2022 11:00 AM in San Francisco, Courtroom B, 15th Floor. (dhm, COURT STAFF) (Filed on 5/27/2022)** **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)** **(Entered: 05/31/2022)**
05/31/2022	2	CONSENT/DECLINATION to Proceed Before a US Magistrate Judge by Kevin-Paul El Woodruff. (dhm, COURT STAFF) (Filed on 5/31/2022) (Entered: 05/31/2022)
05/31/2022	4	First Set of Interrogatories by Kevin-Paul El Woodruff (dhm, COURT STAFF) (Filed on 5/31/2022) (Entered: 05/31/2022)
05/31/2022	5	**ORDER REASSIGNING CASE. Signed by Judge Laurel Beeler on 05/31/2022. (ejk, COURT STAFF) (Filed on 5/31/2022)** **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)** **(Entered: 05/31/2022)**
06/06/2022	6	AMENDED COMPLAINT against Citigroup Global Markets, Inc., Mason McDuffie Mortgage Corporation, Mortgage Electronic Registration System, ("MERS"), Nationstar Mortgage LLC, Texas Capital Bank, NA, US Bank, NA as Trustee for Securitized Trust Ginnie Mae Guaranteed Remic Trust 2017-134 Trust, Secretary of Vetrans Affairs as U.S. Officers. Filed by Kevin-Paul El Woodruff. (dhm, COURT STAFF) (Filed on 6/6/2022) (Entered: 06/06/2022)
06/06/2022	7	Summons Issued as to Secretary of Vetrans Affairs as U.S. Officers, U.S. Attorney and U.S. Attorney General (dhm, COURT STAFF) (Filed on 6/6/2022) (Entered: 06/06/2022)
06/06/2022	8	**ORDER REASSIGNING CASE. Case reassigned using a proportionate, random, and blind system pursuant to General Order No. 44 to Judge Charles R. Breyer for all further proceedings. Magistrate Judge Laurel Beeler no longer assigned to case, Notice: The assigned judge participates in the Cameras in the Courtroom Pilot Project. See General Order No. 65 and http://cand.uscourts.gov/cameras. Signed by Clerk on 06/06/2022. (Attachments: # 1 Notice of Eligibility for Video Recording) (mbc, COURT STAFF) (Filed on 6/6/2022)**

		Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) **(Entered: 06/06/2022)**
06/13/2022	9	Summons Issued as to Citigroup Global Markets, Inc., Mason McDuffie Mortgage Corporation, Mortgage Electronic Registration System, ("MERS"), Nationstar Mortgage LLC, Secretary of Vetrans Affairs as U.S. Officers, Texas Capital Bank, NA, US Bank, NA as Trustee for Securitized Trust Ginnie Mae Guaranteed Remic Trust 2017-134 Trust. (cv, COURT STAFF) (Filed on 6/13/2022) (Entered: 06/13/2022)
06/13/2022	10	Summons Returned Unexecuted by Kevin-Paul El Woodruff as to Secretary of Vetrans Affairs as U.S. Officers. (cv, COURT STAFF) (Filed on 6/13/2022) (Entered: 06/13/2022)
06/15/2022	11	MOTION to Dismiss filed by Mortgage Electronic Registration System, ("MERS"), Nationstar Mortgage LLC. Motion Hearing set for 7/22/2022 09:00 AM before Judge Charles R. Breyer. Responses due by 6/29/2022. Replies due by 7/6/2022. (Bissell, Jared) (Filed on 6/15/2022) (Entered: 06/15/2022)
06/15/2022	12	Request for Judicial Notice re 11 MOTION to Dismiss *filed by US Bank, NA, as Trustee for Securitized Trust Ginnie Mae Guaranteed REMIC Trust 2017-134 Trust* filed byMortgage Electronic Registration System, ("MERS"), Nationstar Mortgage LLC. (Attachments: # 1 Exhibit 1, # 2 Exhibit 2, # 3 Exhibit 3, # 4 Exhibit 4, # 5 Exhibit 5, # 6 Exhibit 6, # 7 Exhibit 7, # 8 Exhibit 8, # 9 Proposed Order)(Related document(s) 11) (Bissell, Jared) (Filed on 6/15/2022) (Entered: 06/15/2022)
06/16/2022	13	CLERK'S NOTICE: Motion to Dismiss Hearing reset for 8/12/2022 at 10:00 AM in San Francisco - Videoconference Only before Judge Charles R. Breyer. This proceeding will be held via a Zoom webinar. **Webinar Access:** All counsel, members of the public, and media may access the webinar information at https://www.cand.uscourts.gov/crb **Court Appearances:** Advanced notice is required of counsel who wish to be identified by the court as making an appearance or will be participating in the argument at the hearing. A list of names and emails must be sent to the CRD at crbcrd@cand.uscourts.gov no later than August 8, 2022 at 3:00 PM PST. **General Order 58.** Persons granted access to court proceedings held by telephone or videoconference are reminded that photographing, recording, and rebroadcasting of court proceedings, including screenshots or other visual copying of a hearing, is absolutely prohibited. **Zoom Guidance and Setup:** https://www.cand.uscourts.gov/zoom/. Motion Hearing set for 8/12/2022 10:00 AM in San Francisco, - Videoconference Only before Judge Charles R. Breyer. (ls, COURT STAFF) (Filed on 6/16/2022) Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) (Entered: 06/16/2022)
06/16/2022		Set/Reset Deadlines as to 11 MOTION to Dismiss . Motion Hearing set for 8/12/2022 at 10:00 AM in San Francisco - Videoconference Only before Judge Charles R. Breyer. (ls, COURT STAFF) (Filed on 6/16/2022) (Entered: 06/16/2022)
06/30/2022	14	**ORDER OF RECUSAL. Signed by Judge Charles R. Breyer on 6/30/2022. (ls, COURT STAFF) (Filed on 6/30/2022)**

		Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) **(Entered: 06/30/2022)**
07/01/2022	15	**ORDER REASSIGNING CASE. Case reassigned using a proportionate, random, and blind system pursuant to General Order No. 44 to Judge Vince Chhabria for all further proceedings. Judge Charles R. Breyer no longer assigned to case. Notice: The assigned judge participates in the Cameras in the Courtroom Pilot Project. See General Order No. 65 and http://cand.uscourts.gov/cameras. Signed by Clerk on 07/01/2022. (Attachments: # 1 Notice of Eligibility for Video Recording)(jlg, COURT STAFF) (Filed on 7/1/2022)** Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) **(Entered: 07/01/2022)**
07/01/2022	16	REASSIGNED CASE - NOTICE OF NEW HEARING DATE: You are notified that the Court has scheduled an Initial Case Management Conference before Judge Vince Chhabria upon reassignment. For a copy of Judge Chhabria's Standing Order and other information, please refer to the Court's website at www.cand.uscourts.gov. All pending motions will be taken off-calendar and must be re-noticed by the moving party for a new hearing according to Judge Chhabria's available dates, which are listed on his webpage under the section "Scheduling Notes." The new hearing date must be at least five weeks from the date the motion was filed and at least three weeks from the date the re-notice is filed. The due date for any opposition or reply papers not yet filed shall be calculated in accordance with Civil Local Rule 7-3. Case Management Statement due by 8/24/2022. Initial Case Management Conference set for 8/31/2022, 01:00 PM, via Videoconference Only. This proceeding will be held via a Zoom webinar. **Webinar Access:** All counsel, members of the public, and media may access the webinar information at https://www.cand.uscourts.gov/vc **Court A ppearances:** Advanced notice is required of counsel or parties who wish to be identified by the court as making an appearance or will be participating in the argument at the hearing. A list of names and emails must be sent to the CRD at vccrd@cand.uscourts.gov no later than Thursday, August 25, 2022, by 10:00 a.m. **General Order 58.** Persons granted access to court proceedings held by telephone or videoconference are reminded that photographing, recording, and rebroadcasting of court proceedings, including screenshots or other visual copying of a hearing, is absolutely prohibited. **Zoom Guidance and Setup:** https://www.cand.uscourts.gov/zoom/. *(This is a text-only entry generated by the court. There is no document associated with this entry.)*(knm, COURT STAFF) (Filed on 7/1/2022) Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) (Entered: 07/01/2022)
07/06/2022	17	MOTION to Dismiss *Defendants' Re-Notice of Motion and Motion to Dismiss* filed by Mortgage Electronic Registration System, ("MERS"), Nationstar Mortgage LLC, US Bank, NA as Trustee for Securitized Trust Ginnie Mae Guaranteed Remic Trust 2017-134 Trust. Motion Hearing set for 7/28/2022 02:30 PM in San Francisco, - Telephonic Only before Judge Vince Chhabria. Responses due by 7/20/2022. Replies due by 7/27/2022.

		(Attachments: # 1 Proposed Order)(Bissell, Jared) (Filed on 7/6/2022) (Entered: 07/06/2022)
07/06/2022	18	Request for Judicial Notice re 17 MOTION to Dismiss *Defendants' Re-Notice of Motion and Motion to Dismiss* filed byMortgage Electronic Registration System, ("MERS"), Nationstar Mortgage LLC, US Bank, NA as Trustee for Securitized Trust Ginnie Mae Guaranteed Remic Trust 2017-134 Trust. (Attachments: # 1 Exhibit Deed of Trust, # 2 Exhibit Assignment of Deed of Trust to Texas Capital Bank, # 3 Exhibit Assignment of Deed of Trust to Nationstar, # 4 Exhibit Submission of Trustee appointing BDFTW, # 5 Exhibit Notice of Default and Election to Sell, # 6 Exhibit CAND Docket 3:19-cv-04300-WHO, # 7 Exhibit Bankruptcy docket 4:19-bk-41825, # 8 Exhibit CAND Docket 3:22-mc-80008-WHO)(Related document(s) 17) (Bissell, Jared) (Filed on 7/6/2022) (Entered: 07/06/2022)
07/25/2022	19	REPLY (re 17 MOTION to Dismiss *Defendants' Re-Notice of Motion and Motion to Dismiss*) *Defendants' Reply to Non-Opposition to Motion to Dismiss* filed byMortgage Electronic Registration System, ("MERS"), Nationstar Mortgage LLC, US Bank, NA as Trustee for Securitized Trust Ginnie Mae Guaranteed Remic Trust 2017-134 Trust. (Bissell, Jared) (Filed on 7/25/2022) (Entered: 07/25/2022)
07/25/2022	20	CLERK'S NOTICE vacating the motion hearing scheduled for 7/28/2022, re 17 Motion to Dismiss. The Court will issue a further order. *(This is a text-only entry generated by the court. There is no document associated with this entry.)* (knm, COURT STAFF) (Filed on 7/25/2022) Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) (Entered: 07/25/2022)
07/25/2022	21	**Judicial Referral for Purpose of Determining Relationship of Cases re Case No. 22-mc-80008. Signed by Judge Vince Chhabria on 7/25/2022. (vclc3, COURT STAFF) (Filed on 7/25/2022).** **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)** **(Entered: 07/25/2022)**
08/01/2022	22	**ORDER RELATING CASE to 3:22-mc-80008-WHO. Signed by Judge William H. Orrick on 08/01/2022. (jmd, COURT STAFF) (Filed on 8/1/2022)** **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)** **(Entered: 08/01/2022)**
08/01/2022	23	Case Reassigned to Judge William H. Orrick. Judge Vince Chhabria no longer assigned to the case. Notice: The assigned judge participates in the Cameras in the Courtroom Pilot Project. See General Order No. 65 and http://cand.uscourts.gov/cameras. (jlg, COURT STAFF) (Filed on 8/1/2022) (Entered: 08/01/2022)
08/01/2022	24	CLERKS NOTICE SETTING ZOOM HEARING - Hearing on 11 , 17 Motions to Dismiss reset for 8/31/2022 02:00 PM via Videoconference before Judge William H. Orrick. This proceeding will be held via Zoom webinar. **Webinar Access:** All counsel, members of the public, and media may access the webinar information at https://www.cand.uscourts.gov/who **General Order 58.** Persons granted access to court proceedings he ld by telephone or videoconference are reminded that photographing, recording, and rebroadcasting of court proceedings, including screenshots or other visual copying of a hearing, is absolutely prohibited.

		Zoom Guidance and Setup: https://www.cand.uscourts.gov/zoom/. *(This is a text-only entry generated by the court. There is no document associated with this entry.)* (jmd, COURT STAFF) (Filed on 8/ 1/2022) (Entered: 08/01/2022)
08/02/2022	25	**CASE MANAGEMENT SCHEDULING ORDER - Case Management Conference set for 10/4/2022 02:00 PM. Case Management Statement due by 9/27/2022. This proceeding will be held via Zoom webinar.** **Webinar Access: All counsel, members of the public, and media may access the webinar information at https://www.cand.uscourts.gov/who** **General Order 58. Persons granted access to court proceedings held by telephone or video conference are reminded that photographing, recording, and rebroadcasting of court proceedings, including screenshots or other visual copying of a hearing, is absolutely prohibited.** **Zoom Guidance and Setup: https://www.cand.uscourts.gov/zoom/.** **(jmd, COURT STAFF) (Filed on 8/2/2022)** **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Not ice of Electronic Filing (NEF)** **(Entered: 08/02/2022)**
08/25/2022	26	**ORDER GRANTING 11 , 17 MOTION TO DISMISS; ORDER TO SHOW CAUSE WHY PLAINTIFF SHOULD NOT BE SANCTIONED. Show Cause Response due by 8/31/2022. Order to Show Cause Hearing set for 9/7/2022 02:00 PM. Signed by Judge William H. Orrick on 08/25/2022. (jmd, COURT STAFF) (Filed on 8/25/2022)** **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)** **(Entered: 08/25/2022)**
09/02/2022	27	MOTION for Leave to File Second Amended Complaint filed by Kevin-Paul El Woodruff. Responses due by 9/16/2022. Replies due by 9/23/2022. (Attachments: # 1 Affidavit of Claimant, # 2 Affidavit of Absolute Trustee)(sfb, COURT STAFF) (Filed on 9/2/2022) (Entered: 09/02/2022)
09/02/2022	28	MOTION for Entry of Default filed by Kevin-Paul El Woodruff. (sfb, COURT STAFF) (Filed on 9/2/2022) (Entered: 09/02/2022)
09/02/2022	29	Clerk's DECLINATION OF DEFAULT. *(This is a text-only entry generated by the court. There is no document associated with this entry.)* (Related documents(s) 28) (jy, COURT STAFF) (Filed on 9/2/2022) Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) (Entered: 09/02/2022)
09/06/2022	30	CLERKS NOTICE SETTING ZOOM HEARING - Show Cause Hearing set for 9/7/2022 02:00 PM. This proceeding will be held via a Zoom webinar. **Webinar Access:** All counsel, members of the public, and media may access the webinar information at https://www.cand.uscourts.gov/who **General Order 58.** Persons granted access to court proceedings held by telephone or videoconference are reminded that photographing, recor ding, and rebroadcasting of court proceedings, including screenshots or other visual copying of a hearing, is absolutely prohibited.

		Zoom Guidance and Setup: https://www.cand. uscourts.gov/zoom/. Order to Show Cause Hearing set for 9/7/2022 02:00 PM. *(This is a text-only entry generated by the court. There is no document associated with this entry.)* (jmd, COURT STAFF) (Filed on 9/6/2022) (Entered: 09/06/2022)
09/06/2022	31	RESPONSE TO ORDER TO SHOW CAUSE by Kevin-Paul El Woodruff. (dhm, COURT STAFF) (Filed on 9/6/2022) (Entered: 09/06/2022)
09/07/2022	33	**Minute Entry for proceedings held before Judge William H. Orrick: Show Cause Hearing held on 9/7/2022. A written order will follow. Total Time in Court: 6 minutes. Court Reporter: Ana Dub. (jmd, COURT STAFF) (Date Filed: 9/7/2022) (Entered: 09/12/2022)**
09/12/2022	32	**ORDER DECLARING PLAINTIFF A VEXATIOUS LITIGANT. Signed by Judge William H. Orrick on 09/12/2022. (jmd, COURT STAFF) (Filed on 9/12/2022)** **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)** **(Entered: 09/12/2022)**
09/14/2022	34	**JUDGMENT. Signed by Judge William H. Orrick on 09/14/2022. (jmd, COURT STAFF) (Filed on 9/14/2022)** **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)** **(Entered: 09/14/2022)**
09/16/2022	35	NOTICE OF APPEAL to the 9th Circuit Court of Appeals filed by Kevin-Paul El Woodruff. Appeal of Order, 32 , Judgment, 34 (APPEAL FEE NOT PAID.) (Attachments: # 1 Envelope)(dhm, COURT STAFF) (Filed on 9/16/2022) (Entered: 09/19/2022)
09/19/2022	36	Mailed request for payment of docket fee to appellant (cc to USCA) (dhm, COURT STAFF) (Filed on 9/19/2022) (Entered: 09/19/2022)
09/23/2022	40	***INCORRECT EVENT SELECTED*** Receipt for Appeal Record re: 35 (mbc, COURT STAFF) (Filed on 9/23/2022) Modified on 2/14/2023 (dhm, COURT STAFF). (Entered: 02/13/2023)
09/23/2022	41	USCA Appeal Fees received $ 505 receipt number 44611017688 re 35 Notice of Appeal to the Ninth Circuit filed by Kevin-Paul El Woodruff (dhm, COURT STAFF) (Filed on 9/23/2022) (Entered: 02/14/2023)
09/27/2022	37	USCA No. 22-165476. USCA Scheduling Order as to 35 Notice of Appeal to the Ninth Circuit filed by Kevin-Paul El Woodruff. The schedule is set as follows: Appellant Kevin Paul Woodruff opening brief due 11/30/2022. Appellees Citigroup Global Markets, Inc., Mason McDuffie Mortgage Corporation, Mortgage Electronic Registration Systems, Inc., Nationstar Mortgage LLC, Secretary of Vetrans Affairs as U.S. Officers, Texas Capital Bank, NA and US Bank, N.A. answering brief due 12/30/2022. Appellant's optional reply brief is due 21 days after service of the answering brief. (sfb, COURT STAFF) (Filed on 9/27/2022) (Entered: 09/27/2022)
10/04/2022	38	ORDER of USCA. Filed clerk order (Deputy Clerk: CKP): Order to show cause docket fee due. (sfb, COURT STAFF) (Filed on 10/4/2022) (Entered: 10/04/2022)
01/19/2023	42	USCA Appeal Fees received $ 505 receipt number 34611162953 re 35 Notice of Appeal to the Ninth Circuit filed by Kevin-Paul El Woodruff (dhm, COURT STAFF) (Filed on 1/19/2023) (Entered: 02/15/2023)
02/08/2023	39	ORDER of USCA as to 35 Notice of Appeal to the Ninth Circuit filed by Kevin-Paul El Woodruff. On January 12, 2023, this court ordered appellant, within 21 days, either to pay

		the filing fees or move to proceed in forma pauperis. The order warned appellant that failure to comply would result in the automatic dismissal of the appeal by the Clerk of the Court. To date, appellant has not complied with the courts order. Accordingly, this appeal is dismissed for failure to prosecute. Appellees motion for an extension of time to file the answering brief (Docket Entry No. 7) is denied as moot. This order served on the district court will, 21 days after the date of the order, act as and for the mandate of this court. (dhm, COURT STAFF) (Filed on 2/8/2023) (Entered: 02/08/2023)
02/14/2023	43	Copy of Letter sent to Ninth Circuit Court of Appeals Clerk's Office re Appeal Docketing Fee Paid Twice re 35 Notice of Appeal to the Ninth Circuit, filed by Kevin-Paul El Woodruff (dhm, COURT STAFF) (Filed on 2/14/2023) (Entered: 02/15/2023)
02/16/2023		Appeal Remark: USCA Received notification from District Court re: payment of docket fee. Amount Paid: USD 505.00. Date paid: 09/23/2022, re 35 Notice of Appeal to the Ninth Circuit (dhm, COURT STAFF) (Filed on 2/16/2023) (Entered: 02/16/2023)
02/16/2023	44	ORDER of USCA as to 35 Notice of Appeal to the Ninth Circuit filed by Kevin-Paul El Woodruff. On February 8, 2023, the court dismissed this appeal for failure to prosecute based on failure to pay the docketing and filing fees. The district court updated its docket on February 14, 2023 to reflect that appellant paid the docketing and filing fees for this appeal on September 23, 2022. The motion to reinstate this appeal is granted. The February 8, 2023 order is vacated, and the appeal is reinstated. Appellants opening brief was filed on November 28, 2022. The answering brief is due March 30, 2023. The optional reply brief is due within 21 days after service of the answering brief. Because appellant is proceeding without counsel, appellant was not required to file excerpts of record. Appellees must file Supplemental Excerpts of Record that contain all of the documents that are cited in the pro se opening brief or otherwise required by Rule 30-1.4, as well as the documents that are cited in the answering brief. (dhm, COURT STAFF) (Filed on 2/16/2023) (Entered: 02/17/2023)
03/09/2023	45	Application for Refund re 42 USCA Appeal Fees, Receipt Number 34611162953 by Kevin-Paul El Woodruff. (Attachments: # 1 Envelope)(dhm, COURT STAFF) (Filed on 3/9/2023) (Entered: 03/10/2023)
03/14/2023	46	Refund Status re 45 Application for Refund Declined. (kep, COURT STAFF) (Filed on 3/14/2023) (Entered: 03/14/2023)
03/16/2023	47	**REFERRAL FOR PURPOSE OF DETERMINING RELATIONSHIP. Signed by Judge Jacqueline Scott Corley on 3/16/2023. (ahm, COURT STAFF) (Filed on 3/16/2023)** **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)** **(Entered: 03/16/2023)**
03/21/2023	48	**RELATED CASE ORDER. Case No. 23-1043-JSC will be related. Signed by Judge William H. Orrick on 03/21/2023. (jmd, COURT STAFF) (Filed on 3/21/2023)** **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)** **(Entered: 03/21/2023)**
08/04/2023	49	USCA Memorandum as to 35 Notice of Appeal to the Ninth Circuit filed by Kevin-Paul El Woodruff. All pending requests are denied. AFFIRMED. FILED AND ENTERED JUDGMENT. (sfb, COURT STAFF) (Filed on 8/4/2023) (Entered: 08/04/2023)

PACER Service Center

Transaction Receipt			
08/25/2023 11:32:47			
PACER Login:	jdbissell	**Client Code:**	999999.999999
Description:	Docket Report	**Search Criteria:**	3:22-cv-03124-WHO
Billable Pages:	8	**Cost:**	0.80

Exhibit 5

ADRMOP,CLOSED,ProSe

U.S. District Court
California Northern District (San Francisco)
CIVIL DOCKET FOR CASE #: 3:22-cv-07155-JSC

League of American Autochthorn Heir Tribal Nation et al. v. United States of America et al.
Assigned to: Judge Jacqueline Scott Corley
Cause: 28:1338 Patent Infringement

Date Filed: 11/15/2022
Date Terminated: 03/02/2023
Jury Demand: None
Nature of Suit: 830 Patent
Jurisdiction: Federal Question

Plaintiff

League of American Autochthorn Heir Tribal Nation

represented by **League of American Autochthorn Heir Tribal Nation**
1300 Evans Ave, Ste. 883453
San Francisco, CA 94188
PRO SE

Plaintiff

BBYW Holding Government Entity

represented by **BBYW Holding Government Entity**
1300 Evans Ave, Ste. 883453
San Francisco, CA 94188
PRO SE

Plaintiff

Numinutitska Penatekawa Tribal Trust

represented by **Numinutitska Penatekawa Tribal Trust**
1300 Evans Ave, Ste. 883453
San Francisco, CA 94188
PRO SE

Plaintiff

U.S. Flag Carrier Vessels, On the Behalf of United States

represented by **U.S. Flag Carrier Vessels, On the Behalf of United States**
1300 Evans Ave, Ste. 883453
San Francisco, CA 94188
PRO SE

Plaintiff

Yolanda Lewis
absolute trustee

represented by **Yolanda Lewis**
1300 Evans Ave, Ste. 883453
General Delivery
San Francisco, CA 94188
PRO SE

Plaintiff

Wilson Maurice Davis
absolute trustee

represented by **Wilson Maurice Davis**
1300 Evans Ave, Ste. 883453
General Delivery
San Francisco, CA 94188
PRO SE

Plaintiff

Aaron McKinley Lewis
absolute trustee

represented by **Aaron McKinley Lewis**
1300 Evans Ave, Ste. 883453
General Delivery
San Francisco, CA 94188
PRO SE

Plaintiff

Jalen Ilias Lewis
absolute trustee

represented by **Jalen Ilias Lewis**
1300 Evans Ave, Ste. 883453
General Delivery
San Francisco, CA 94188
PRO SE

Plaintiff

Tanya Stutson
absolute trustee

represented by **Tanya Stutson**
1300 Evans Ave, Ste. 883453
General Delivery
San Francisco, CA 94188
PRO SE

Plaintiff

Wanag Tahatan-bey
absolute trustee
also known as
Kevin Woodruff

represented by **Wanag Tahatan-bey**
1300 Evans Ave, Ste. 883453
General Delivery
San Francisco, CA 94188
PRO SE

Plaintiff

Jocelyn Lynette Cunningham
Absolute Trustee

represented by **Jocelyn Lynette Cunningham**
1300 Evans Ave, Ste. 883453
General Delivery
San Francisco, CA 94188
PRO SE

Plaintiff

Lajulia Benita Cunningham Estate

represented by **Lajulia Benita Cunningham Estate**
1300 Evans Ave, Ste. 883453
San Francisco, CA 94188
PRO SE

Plaintiff

Willis Cannon Cunningham Estate

represented by **Willis Cannon Cunningham Estate**
1300 Evans Ave, Ste. 883453
San Francisco, CA 94188
PRO SE

Plaintiff

Rodney Dwayne Woodruff Estate

represented by **Rodney Dwayne Woodruff Estate**
1300 Evans Ave, Ste. 883453
San Francisco, CA 94188
PRO SE

Plaintiff

Emma Lee Maxwell-Woodruff Estate

represented by **Emma Lee Maxwell-Woodruff Estate**
1300 Evans Ave, Ste. 883453
San Francisco, CA 94188
PRO SE

V.

Defendant

United States of America
de facto Government of the Canal Zone

Defendant

J. Tom Vilsack
doing business as
Secretary of Dept. of Agriculture Rural Development

Defendant

Richard Dennis McDonough

Defendant

Xavier Becerra

Defendant

Pete Buttigieg

Defendant

Xochitl Small Torres

Defendant

Chuck Iverson

Defendant

Jay Bray

represented by **Jared D. Bissell**
Troutman Pepper Hamilton Sanders LLP
11682 El Camino Real, Suite 400
San Diego, CA 92130
(858) 509-6000
Fax: (858) 509-6040
Email: jared.bissell@troutman.com
ATTORNEY TO BE NOTICED

Defendant

Travis Azevedo

Defendant

Gavin Christopher Newsom

Defendant

Robert Andres Bonta

Defendant

Marie-Anne Schubert

Defendant

Jeff Rosen

Defendant

Diana Becton
Office of County of Contra Costa District Attorney

Defendant

George Gascon
Office of County of Los Angeles District Attorney

Defendant

A. Rodrigo Castro-Silva
Office of County of Los Angeles County Counsel

Defendant

R. James Williams
Office of Count of Santa Clara County Counsel

Defendant

Mary Ann Mason McNett
Office of County of Contra Costa County

Defendant

Laurie Smith
Office of the Santa Clare County Sheriff

Defendant

Yesenia Sanchez
Office of Alameda County Sheriff

Defendant

O. David Livingston
Office of the Contra Costa County Sheriff

Defendant

Alex Villanueva
Office of the Los Angeles County Sheriff

Defendant

Nationstar Mortgage LLC d/b/a Mr. Cooper

represented by **Jared D. Bissell**
(See above for address)
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
11/15/2022	1	COMPLAINT against UNITED ST ATES OF AMERICA, Successor or Assigns., GOVERNMENT OF THE CANAL ZONE (Filing fee $ 402 PAID receipt # 34611162156.). Filed byU.S. Flag Carrier Vessels, On the Behalf of United States, The League of American Autochthon Heir Tribal Nation, Government Entity, Numinutitska Penatekawa Tribal Trust, BBYW Holding. Consent/Declination due by 11/29/2022. (Attachments: # 1 Civil Cover Sheet, # 2 Receipt)(ark, COURT STAFF) (Filed on 11/15/2022) (Entered: 11/15/2022)
11/15/2022	2	Summons Issued as to UNITED ST ATES OF AMERICA, Successor or Assigns., GOVERNMENT OF THE CANAL ZONE. (ark, COURT STAFF) (Filed on 11/15/2022) (Entered: 11/15/2022)
11/15/2022	3	**Initial Case Management Scheduling Order with ADR Deadlines: Case Management Statement due by 2/9/2023. Initial Case Management Conference set for 2/16/2023 11:00 AM in San Francisco, Courtroom B, 15th Floor. (ark, COURT STAFF) (Filed on 11/15/2022)** **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)** **(Entered: 11/15/2022)**
11/21/2022	4	CONSENT/DECLINATION to Proceed Before a US Magistrate Judge by Yolanda Lewis. (Attachments: # 1 Envelope)(jlg, COURT STAFF) (Filed on 11/21/2022) (Entered: 11/21/2022)
11/21/2022	5	NOTICE of Change of Address by League of American Autochthorn Heir Tribal Nation. (jlg, COURT STAFF) (Filed on 11/21/2022) (Entered: 11/21/2022)
11/21/2022	6	SUMMONS Returned Executed United States of America served on 11/19/2022, answer due 12/12/2022. (jlg, COURT STAFF) (Filed on 11/21/2022) (Entered: 11/21/2022)
11/21/2022	7	PROOF OF SERVICE by League of American Autochthorn Heir Tribal Nation. (Attachments: # 1 Proof of Service Mason McDuffie Mortgage Corp., # 2 Proof of Service Nationstar Mortgage LLC, d/b/a Mr. Cooper, # 3 Proof of Service State of California Entities, # 4 Proof of Service USA Canal Zone)(jlg, COURT STAFF) (Filed on 11/21/2022). (Entered: 11/21/2022)
11/22/2022	8	CLERK'S NOTICE of Impending Reassignment to U.S. District Judge. (ejk, COURT STAFF) (Filed on 11/22/2022) Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) (Entered: 11/22/2022)
11/22/2022	9	**ORDER REASSIGNING CASE. Case reassigned using a proportionate, random, and blind system pursuant to General Order No. 44 to Judge Jacqueline Scott Corley for all further proceedings. Magistrate Judge Laurel Beeler no longer assigned to case, Notice: The assigned judge participates in the Cameras in the Courtroom Pilot Project. See General Order No. 65 and http://cand.uscourts.gov/cameras. Signed by Clerk on 11/22/2022. (Attachments: # 1 Notice of Eligibility for Video Recording) (mbc, COURT STAFF) (Filed on 11/22/2022)** **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)** **(Entered: 11/22/2022)**
11/28/2022	10	**CLERK'S NOTICE RESCHEDULING INITIAL CASE MANAGEMENT CONFERENCE.** Case Management Statement due by 2/9/2023. Initial Case Management

		Conference set for 2/16/2023 at 1:30 p.m. before Judge Jacqueline Scott Corley via a Zoom webinar. **Webinar Access:** All counsel, members of the public, and media may access the webinar information at https://www.cand.uscourts.gov/jsc **General Order 58.** Persons gr anted access to court proceedings held by telephone or videoconference are reminded that photographing, recording, and rebroadcasting of court proceedings, including screenshots or other visual copying of a hearing, is absolutely prohibited. **Zoom Guidance and Setup:** https://www.cand.uscourts.gov/zoom/. (ahm, COURT STAFF) (Filed on 11/28/2022) Any non-CM/ECF Participants have been served b y First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) (Entered: 11/28/2022)
11/28/2022		Remark: ECF 10 emailed to Plaintiffs at yolewis@bbywholdings.com on 11/28/2022. (ahm, COURT STAFF) (Filed on 11/28/2022) (Entered: 11/28/2022)
12/02/2022	11	Mail sent to Jocelyn Lynette Cunningham returned as undeliverable. (jlg, COURT STAFF) (Filed on 12/2/2022) (Entered: 12/02/2022)
12/02/2022	12	Mail sent to Wilson Maurice Davis returned as undeliverable. (jlg, COURT STAFF) (Filed on 12/2/2022) (Entered: 12/02/2022)
12/02/2022	13	Mail sent to Yolanda Lewis returned as undeliverable. (jlg, COURT STAFF) (Filed on 12/2/2022) (Entered: 12/02/2022)
12/02/2022	14	Mail sent to Jalen Ilias Lewis returned as undeliverable. (jlg, COURT STAFF) (Filed on 12/2/2022) (Entered: 12/02/2022)
12/02/2022	15	Mail sent to Aaron McKinley Lewis returned as undeliverable. (jlg, COURT STAFF) (Filed on 12/2/2022) (Entered: 12/02/2022)
12/02/2022	16	Mail sent to Wanag Tahatan-bey returned as undeliverable. (jlg, COURT STAFF) (Filed on 12/2/2022) (Entered: 12/02/2022)
12/02/2022	17	Mail sent to Tanya Stutson returned as undeliverable. (jlg, COURT STAFF) (Filed on 12/2/2022) (Entered: 12/02/2022)
12/05/2022	18	Mail sent to League of American Autochthorn Heir Tribal Nation returned as undeliverable. (jlg, COURT STAFF) (Filed on 12/5/2022) (Entered: 12/05/2022)
12/05/2022	19	Mail sent to League of American Autochthorn Heir Tribal Nation returned as undeliverable re 8 Clerk's Notice of Impending Reassignment. (jlg, COURT STAFF) (Filed on 12/5/2022) (Entered: 12/05/2022)
12/05/2022	20	Mail sent to League of American Autochthorn Heir Tribal Nation returned as undeliverable re 9 Order Reassigning Case. (jlg, COURT STAFF) (Filed on 12/5/2022) (Entered: 12/05/2022)
12/22/2022	21	MOTION to Dismiss filed by Jay Bray, Nationstar Mortgage LLC d/b/a Mr. Cooper. Motion Hearing set for 1/26/2023 09:00 AM in San Francisco, Courtroom 08, 19th Floor before Judge Jacqueline Scott Corley. Responses due by 1/5/2023. Replies due by 1/12/2023. (Attachments: # 1 Proposed Order)(Bissell, Jared) (Filed on 12/22/2022) (Entered: 12/22/2022)

12/22/2022	22	Request for Judicial Notice re 21 MOTION to Dismiss filed byJay Bray, Nationstar Mortgage LLC d/b/a Mr. Cooper. (Attachments: # 1 Exhibit 1-12)(Related document(s) 21) (Bissell, Jared) (Filed on 12/22/2022) (Entered: 12/22/2022)
12/23/2022		Set/Reset Deadlines as to 21 MOTION to Dismiss . Motion Hearing reset for 1/26/2023 **at 10:00 a.m.** in San Francisco, Courtroom 08, 19th Floor before Judge Jacqueline Scott Corley. Please see: https://www.cand.uscourts.gov/wp-content/uploads/2022/09/JSC-Order-In-Person-Hearings-Sept-2022_FINAL.pdf (ahm, COURT STAFF) (Filed on 12/23/2022) (Entered: 12/23/2022)
12/27/2022	23	AMENDED DOCUMENT by Jay Bray, Nationstar Mortgage LLC d/b/a Mr. Cooper. Amendment to 21 MOTION to Dismiss *Amended Proof of Service*. (Bissell, Jared) (Filed on 12/27/2022) (Entered: 12/27/2022)
01/06/2023	24	NOTICE *of Undeliverable Mail* by Jay Bray, Nationstar Mortgage LLC d/b/a Mr. Cooper (Attachments: # 1 Exhibit A)(Bissell, Jared) (Filed on 1/6/2023) (Entered: 01/06/2023)
01/06/2023	25	NOTICE of Change of Address by League of American Autochthorn Heir Tribal Nation. (jlg, COURT STAFF) (Filed on 1/6/2023) (Entered: 01/09/2023)
01/12/2023	26	Defendants' REPLY to Non-Opposition to Motion to Dismiss (re 21 MOTION to Dismiss) filed by Jay Bray, Nationstar Mortgage LLC d/b/a Mr. Cooper. (Attachments: # 1 Exhibit) (Bissell, Jared) (Filed on 1/12/2023) (Entered: 01/12/2023)
01/12/2023	27	AMENDED Proof of Service by Jay Bray, Nationstar Mortgage LLC d/b/a Mr. Cooper. . (Bissell, Jared) (Filed on 1/12/2023) (Entered: 01/12/2023)
01/18/2023	28	Request for Zoom Hearing on Defendants' Motion to Dismiss *MOTION to Appear by Telephone* filed by Nationstar Mortgage LLC d/b/a Mr. Cooper. (Bissell, Jared) (Filed on 1/18/2023) (Entered: 01/18/2023)
01/20/2023	29	Received Document: Plaintiff's Tribal Protection Order Writ of Mandamus Injunction/Bill of Peace Cease & Desist Copyright TXU 2-347-364 and Tribal Land Patent Infringement Non-Action or Action of Judicial Officers by League of American Autochthorn Heir Tribal Nation. (jlg, COURT STAFF) (Filed on 1/20/2023) (Entered: 01/20/2023)
01/23/2023	30	**ORDER by Judge Jacqueline Scott Corley granting 21 Motion to Dismiss. Amended complaint is due by February 17, 2023. (ahm, COURT STAFF) (Filed on 1/23/2023)** **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)** **(Entered: 01/23/2023)**
01/23/2023		Remark: ECF 30 mailed to: League of American Autochthorn Heir Tribal Nation 1300 Evans Ave, Ste. 883453 San Francisco, CA 94188 (ahm, COURT STAFF) (Filed on 1/23/2023) (Entered: 01/23/2023)
01/26/2023	31	Mandatory Official Judicial NOTICE to Tribal Permanent Injunction by League of American Autochthorn Heir Tribal Nation. (jlg, COURT STAFF) (Filed on 1/26/2023) (Entered: 01/26/2023)

01/26/2023	32	Mandatory Official Judicial NOTICE to Tribal Permanent Injunction to Redact Pages 5, 6, 7 by League of American Autochthorn Heir Tribal Nation re 31 Mandatory Official Judicial Notice. (jlg, COURT STAFF) (Filed on 1/26/2023) (Entered: 01/26/2023)
02/10/2023	33	**CLERK'S NOTICE VACATING CASE MANAGEMENT CONFERENCE.** The initial case management conference set for February 16, 2023 is vacated. (ahm, COURT STAFF) (Filed on 2/10/2023) Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) (Entered: 02/10/2023)
02/10/2023		Remark : ECF 33 mailed to Plaintiffs on Feb. 10, 2023. (ahm, COURT STAFF) (Filed on 2/10/2023) (Entered: 02/10/2023)
02/14/2023	34	PLAINTIFF'S REMOVAL NOTICE to The Royal Tribal Indian Offenses Supreme Court Continental Congress Assembled TXU 2-294-472, by League of American Autochthorn Heir Tribal Nation. (wsn, COURT STAFF) (Filed on 2/14/2023) (Entered: 02/14/2023)
02/21/2023	35	Received Document: Tribal Order by League of American Autochthorn Heir Tribal. Nation. (jlg, COURT STAFF) (Filed on 2/21/2023) (Entered: 02/23/2023)
03/02/2023	36	**ORDER DISMISSING CASE. Signed by Judge Jacqueline Scott Corley on 3/2/2023. (ahm, COURT STAFF) (Filed on 3/2/2023)** **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)** **(Entered: 03/02/2023)**
03/02/2023	37	**JUDGMENT. Signed by Judge Jacqueline Scott Corley on 3/2/2023. (ahm, COURT STAFF) (Filed on 3/2/2023)** **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)** **(Entered: 03/02/2023)**
03/02/2023		Remark : ECF 36 & 37 mailed to Plaintiff on 3/2/2023. League of American Autochthorn Heir Tribal Nation 1300 Evans Ave, Ste. 883453 San Francisco, CA 94188 (ahm, COURT STAFF) (Filed on 3/2/2023) (Entered: 03/02/2023)

PACER Service Center

Transaction Receipt

08/25/2023 10:54:44

PACER Login:	jdbissell	**Client Code:**	999999.999999
Description:	Docket Report	**Search Criteria:**	3:22-cv-07155-JSC
Billable Pages:	6	**Cost:**	0.60

Exhibit 6

U.S. District Court
California Northern District (San Francisco)
CIVIL DOCKET FOR CASE #: 3:19-cv-04300-WHO

Woodruff v. Mason McDuffie Mortgage Corporation et al
Assigned to: Judge William H. Orrick
Demand: $4,500,000
Relate Case Case: 3:19-cv-01054-WHO
Case in other court: Superior Court, County of Contra Costa, C19-00559
Cause: 28:1331 Fed. Question

Date Filed: 07/26/2019
Date Terminated: 09/01/2020
Jury Demand: Plaintiff
Nature of Suit: 220 Real Property: Foreclosure
Jurisdiction: Federal Question

Plaintiff

Kevin-Paul El Woodruff
As Grantor for Kevin Woodruff Estate

represented by **Kevin-Paul El Woodruff**
201 13th Street
Box 12367
Oakland, CA 94604
(925) 477-9454
PRO SE

V.

Defendant

Mason McDuffie Mortgage Corporation

represented by **Joshua Abram Rosenthal**
Medlin & Hargrave, P.C.
3562 Round Barn Circle
Suite 212
Santa Rosa, CA 95403
510-832-2900
Fax: 510-832-2945
Email: jrosenthal@mhlawcorp.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

G. Bradley Hargrave
Medlin & Hargrave APC
3562 Roundbarn Circle
Suite 212
Santa Rosa, CA 95403
707 570-2200
Fax: 707 570-2201
ATTORNEY TO BE NOTICED

Defendant

Citigroup Global Markets Inc.

Defendant

US Bank NA
As Trustee for Securitized Trust

represented by **Jared D. Bissell**
Troutman Pepper Hamilton Sanders LLP
11682 El Camino Real, Suite 400
San Diego, CA 92130
(858) 509-6000
Fax: (858) 509-6040
Email: jared.bissell@troutman.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Amanda H Hamilton
101 Second Street
Ste. 1800
San Francisco, CA 94105
415-543-8700
Fax: 415-391-8269

Email: ahhamilton@reedsmith.com
TERMINATED: 02/24/2020

Defendant

Ginne Mae Guaranteed Remic Trust 2017-134 Trust
TERMINATED: 06/19/2020

represented by **John Wesley Samples**
The United States Attorney's Office
Northern District of California
450 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(415) 436-7073
Email: Wes.Samples@usdoj.gov
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Alison E. Daw
United States Attorney's Office
Northern District of California
150 Almaden Blvd
Suite 900
San Jose, CA 95113
408-535-5082
Fax: 408-535-5081
Email: alison.daw@usdoj.gov
TERMINATED: 02/27/2020

Defendant

Texas Capital Bank NA

represented by **Jonathan Cahill**
Wolfe & Wyman LLP
980 Ninth Street
Suite 2350
Sacramento, CA 95814
916-912-4700
Fax: 916-329-8905
Email: jccahill@wolfewyman.com
ATTORNEY TO BE NOTICED

Defendant

Mortgage Electronic Registration System ("MERS")

represented by **Jared D. Bissell**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Amanda H Hamilton
(See above for address)
TERMINATED: 02/24/2020

Defendant

Cenlar

represented by **Jonathan Cahill**
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

Nationstar Mortgage LLC
doing business as
Mr. Cooper, N.A.

represented by **Jared D. Bissell**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Amanda H Hamilton
(See above for address)
TERMINATED: 02/24/2020

Defendant

Barrett Daffin Frappier Treder & Weiss LLP Law Firm

Date Filed	#	Docket Text

07/26/2019	1	PLAINTIFF'S NOTICE OF REMOVAL of ACTION 28 U.S.C. SEC. 1441(A) Federal Question and Treaties Violation and 25 U.S.C. 28 SEC. 1345 Diversity Jurisdiction Complaint and Vacate all Prior Ruling for Lack of Subject Matter Jurisdiction from Superior Court of CA County of Contra Costa. Their case number is C19-00559. Filed by Kevin-Paul El Woodruff. Consent/Declination due by 8/9/2019. (Attachments: # 1 Civil Cover Sheet)(ajsS, COURT STAFF) (Filed on 7/26/2019) (Entered: 07/29/2019)
07/26/2019	2	MOTION for Leave to Proceed in forma pauperis filed by Kevin-Paul El Woodruff. (ajsS, COURT STAFF) (Filed on 7/26/2019) (Entered: 07/29/2019)
07/26/2019	3	**Initial Case Management Scheduling Order with ADR Deadlines: Case Management Statement due by 10/18/2019. Initial Case Management Conference set for 10/25/2019 02:00 PM in San Francisco, Courtroom G, 15th Floor. (ajsS, COURT STAFF) (Filed on 7/26/2019) (Entered: 07/29/2019)**
07/30/2019	4	**Order by Chief Magistrate Judge Joseph C. Spero granting 2 Motion for Leave to Proceed in Forma Pauperis. (jcslc2S, COURT STAFF) (Filed on 7/30/2019) (Additional attachment(s) added on 7/30/2019: # 1 Certificate/Proof of Service) (gbaS, COURT STAFF). (Entered: 07/30/2019)**
07/30/2019	5	**REPORT AND RECOMMENDATIONS regarding sua sponte remand to state court. Objections due by August 13, 2019. Signed by Chief Magistrate Judge Joseph C. Spero on July 30, 2019. (jcslc2S, COURT STAFF) (Filed on 7/30/2019) (Additional attachment(s) added on 7/30/2019: # 1 Certificate/Proof of Service) (gbaS, COURT STAFF). (Entered: 07/30/2019)**
07/30/2019	6	**Judicial Referral to determine whether case number 19-cv-04300 is related to case number 19-cv-01054. Signed by Chief Magistrate Judge Joseph C. Spero on July 30, 2019. (jcslc2S, COURT STAFF) (Filed on 7/30/2019) (Additional attachment(s) added on 7/30/2019: # 1 Certificate/Proof of Service) (gbaS, COURT STAFF). (Entered: 07/30/2019)**
08/06/2019	7	**ORDER RELATING CASE to Case No. 3:19cv1054-WHO. Signed by Judge William H. Orrick on 08/06/2019. (jmdS, COURT STAFF) (Filed on 8/6/2019) (Entered: 08/06/2019)**
08/06/2019	8	CONSENT/DECLINATION to Proceed Before a US Magistrate Judge by Kevin-Paul El Woodruff.. (Attachments: # 1 Envelope) (gbaS, COURT STAFF) (Filed on 8/6/2019) (Entered: 08/06/2019)
08/07/2019	9	Case reassigned to Judge William H. Orrick. Magistrate Judge Joseph C. Spero no longer assigned to the case. Notice: The assigned judge participates in the Cameras in the Courtroom Pilot Project. See General Order No. 65 and http://cand.uscourts.gov/cameras. (haS, COURT STAFF) (Filed on 8/7/2019) (Entered: 08/07/2019)
08/15/2019	10	NOTICE by Ginne Mae Guaranteed Remic Trust 2017-134 Trust *OF INTENT TO REMOVE; CERTIFICATE OF SERVICE ON PLAINTIFF* (Attachments: # 1 Exhibit 1 (state court complaint), # 2 Certificate/Proof of Service)(Daw, Alison) (Filed on 8/15/2019) (Entered: 08/15/2019)
08/22/2019	11	**ORDER DECLINING TO ADOPT 5 REPORT AND RECOMMENDATION; CONSTRUING GOVERNMENT'S NOTICE AS NOTICE OF REMOVAL by Judge William H. Orrick. Case Management Statement due by 9/17/2019. Further Case Management Conference set for 9/24/2019 02:00 PM in San Francisco, Courtroom 02, 17th Floor. (jmdS, COURT STAFF) (Filed on 8/22/2019) (Entered: 08/22/2019)**
08/23/2019	12	CERTIFICATE OF SERVICE by Ginne Mae Guaranteed Remic Trust 2017-134 Trust *OF THE STANDING ORDER OF ALL JUDGES; JUDGE ORRICK'S CASE MANAGEMENT CONFERENCE ORDER; JUDGE ORRICK'S STANDING ORDER IN CIVIL CASES; AND ECF 11* (Daw, Alison) (Filed on 8/23/2019) (Entered: 08/23/2019)
08/27/2019	13	NOTICE of Appearance by Amanda H Hamilton *Notice of Appearance and Request for Notices* (Hamilton, Amanda) (Filed on 8/27/2019) (Entered: 08/27/2019)
09/04/2019	14	NOTICE by Ginne Mae Guaranteed Remic Trust 2017-134 Trust re 10 Notice (Other), *OF SUBMISSION OF STATE COURT SUMMONS AND COMPLAINT (replacing 10-1)* (Attachments: # 1 Exhibit 1, state court summons, # 2 Exhibit 2, state court complaint)(Daw, Alison) (Filed on 9/4/2019) (Entered: 09/04/2019)
09/13/2019	15	NOTICE of Appearance by Joshua Abram Rosenthal (Rosenthal, Joshua) (Filed on 9/13/2019) (Entered: 09/13/2019)
09/17/2019	16	CASE MANAGEMENT STATEMENT *OF DEFENDANTS; CERTIFICATE OF SERVICE* filed by Ginne Mae Guaranteed Remic Trust 2017-134 Trust. (Daw, Alison) (Filed on 9/17/2019) (Entered: 09/17/2019)
09/24/2019	17	**Minute Entry for proceedings held before Judge William H. Orrick: Initial Case Management Conference held on 9/24/2019. Matter stayed until such time as Mr. Woodruff's bankruptcy is resolved. FTR Time: 2:11-2:18. (jmdS, COURT STAFF) (Date Filed: 9/24/2019) Modified on 9/27/2019 (jmdS, COURT STAFF). (Entered: 09/27/2019)**
09/26/2019	18	MOTION to Stay Pending Final Determination from Bankruptcy and Adversary Complaint Proceeding; Proposed Order filed by Kevin-Paul El Woodruff. Responses due by 10/10/2019. Replies due by 10/17/2019. (gbaS, COURT STAFF) (Filed on 9/26/2019) (Entered: 10/07/2019)
10/08/2019	19	**Order by Judge William H. Orrick denying 18 Motion to Stay as moot. (Attachments: # 1 Certificate/Proof of Service)(jmdS, COURT STAFF) (Filed on 10/8/2019) (Entered: 10/08/2019)**
02/19/2020	20	Consent MOTION to Substitute Attorney filed by Mortgage Electronic Registration System ("MERS"), Nationstar Mortgage LLC, US Bank NA. (Bissell, Jared) (Filed on 2/19/2020) (Entered: 02/19/2020)
02/19/2020	21	CERTIFICATE OF SERVICE by Mortgage Electronic Registration System ("MERS"), Nationstar Mortgage LLC, US Bank

		NA re 20 Consent MOTION to Substitute Attorney (Bissell, Jared) (Filed on 2/19/2020) (Entered: 02/19/2020)
02/24/2020	22	**Order by Judge William H. Orrick granting 20 Motion to Substitute Attorney. Attorney Amanda H Hamilton terminated. (jmdS, COURT STAFF) (Filed on 2/24/2020) (Entered: 02/24/2020)**
02/27/2020	23	NOTICE of Substitution of Counsel by John Wesley Samples (Samples, John) (Filed on 2/27/2020) (Entered: 02/27/2020)
04/22/2020	24	NOTICE by Cenlar *Termination of Stay* (Attachments: # 1 Exhibit Exhibit A)(Cahill, Jonathan) (Filed on 4/22/2020) (Entered: 04/22/2020)
04/23/2020	25	**ORDER LIFTING STAY AND SETTING CASE MANAGEMENT CONFERENCE - Case Management Statement due by 6/3/2020. Case Management Conference set for 6/10/2020 02:00 PM in San Francisco, Courtroom 02, 17th Floor. Signed by Judge William H. Orrick on 04/23/2020. (jmdS, COURT STAFF) (Filed on 4/23/2020) (Additional attachment(s) added on 4/23/2020: # 1 Certificate/Proof of Service) (jmdS, COURT STAFF). (Entered: 04/23/2020)**
05/13/2020	26	CLERK'S NOTICE - Case Management Conference advanced to 6/9/2020 02:00 PM in San Francisco, Courtroom 02, 17th Floor. Case Management Statement due by 6/2/2020. *(This is a text-only entry generated by the court. There is no document associated with this entry.)* (jmdS, COURT STAFF) (Filed on 5/13/2020) Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) (Entered: 05/13/2020)
05/19/2020	27	CERTIFICATE OF SERVICE by Ginne Mae Guaranteed Remic Trust 2017-134 Trust re 23 Notice of Substitution of Counsel (Samples, John) (Filed on 5/19/2020) (Entered: 05/19/2020)
06/02/2020	28	CASE MANAGEMENT STATEMENT *Of Defendants* filed by Cenlar, Ginne Mae Guaranteed Remic Trust 2017-134 Trust, Mason McDuffie Mortgage Corporation, Nationstar Mortgage LLC, Texas Capital Bank NA, US Bank NA. (Attachments: # 1 Declaration)(Samples, John) (Filed on 6/2/2020) (Entered: 06/02/2020)
06/03/2020	29	CERTIFICATE OF SERVICE by Ginne Mae Guaranteed Remic Trust 2017-134 Trust re 28 Case Management Statement, (Samples, John) (Filed on 6/3/2020) (Entered: 06/03/2020)
06/05/2020	30	CLERKS NOTICE SETTING ZOOM HEARING. The Case Management Conference set for 6/9/2020 02:00 PM will be a Zoom video conferencing webinar. For Zoom connection, see: https://apps.cand.uscourts.gov/telhrg/ All counsel, members of the public and press please click the link or use the information below to join the webinar: uscourts.zoomgov.com/j/1604583000?pwd=cUdxNWpCVWszMXVqc2Z5U1B6S1dkZz09 Meeting ID: 160 458 3000 Password: 629755 Dial by your location +1 929 205 6099 US (New York) +1 253 215 8782 US +1 301 715 8592 US +1 312 626 6799 US (Chicago) +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose) Find your local number: https://zoom.us/u/ac4JkPfcjo For important information and guidance on technical preparation, please see https://www.cand.uscourts.gov/zoom/. NOTE: Any recording of a court proceeding held by video or teleconference, including screen-shots or other visual copying of a hearing, is absolutely prohibited. Violation of these prohibitions may result in sanctions, including removal of court-issued media credentials, restricted entry to future hearings, denial of entry to future hearings, or any other sanctions deemed necessary by the court. *(This is a text-only entry generated by the court. There is no document associated with this entry.)* (jmdS, COURT STAFF) (Filed on 6/5/2020) (Entered: 06/05/2020)
06/09/2020	32	**Minute Entry for proceedings held before Judge William H. Orrick: Case Management Conference held on 6/9/2020. Total Time in Court: 7 minutes. Court Reporter: JoAnn Bryce. (jmdS, COURT STAFF) (Date Filed: 6/9/2020) (Entered: 06/10/2020)**
06/10/2020	31	MOTION for Leave to File *Amended Complaint* filed by Nationstar Mortgage LLC. (Bissell, Jared) (Filed on 6/10/2020) (Additional attachment(s) added on 6/16/2020: # 1 Motion) (jlgS, COURT STAFF). (Additional attachment(s) added on 6/16/2020: # 2 Motion) (jlgS, COURT STAFF). (Entered: 06/10/2020)
06/19/2020	33	STIPULATION WITH PROPOSED ORDER *JOINT* filed by Ginne Mae Guaranteed Remic Trust 2017-134 Trust. (Samples, John) (Filed on 6/19/2020) (Entered: 06/19/2020)

06/19/2020	34	CERTIFICATE OF SERVICE by Ginne Mae Guaranteed Remic Trust 2017-134 Trust re 33 STIPULATION WITH PROPOSED ORDER (Samples, John) (Filed on 6/19/2020) (Entered: 06/19/2020)
06/19/2020	35	**ORDER DISMISSING DEFENDANT GINNIE MAE by Judge William H. Orrick granting 33 Stipulation. (jmdS, COURT STAFF) (Filed on 6/19/2020)** Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) **(Entered: 06/19/2020)**
06/30/2020	36	MOTION to Dismiss filed by Mortgage Electronic Registration System ("MERS"), Nationstar Mortgage LLC, US Bank NA. Motion Hearing set for 8/12/2020 02:00 PM in San Francisco, Chambers before Judge William H. Orrick. Responses due by 7/14/2020. Replies due by 7/21/2020. (Attachments: # 1 Request for Judicial Notice, # 2 Exhibits 1-8)(Bissell, Jared) (Filed on 6/30/2020) (Entered: 06/30/2020)
06/30/2020	37	MOTION to Dismiss *and joinder in motion to dismiss* filed by Mason McDuffie Mortgage Corporation. Motion Hearing set for 8/12/2020 02:00 PM in San Francisco, Courtroom 02, 17th Floor before Judge William H. Orrick. Responses due by 7/14/2020. Replies due by 7/21/2020. (Rosenthal, Joshua) (Filed on 6/30/2020) (Entered: 06/30/2020)
07/06/2020	38	First MOTION to Set Aside Default filed by Cenlar. Motion Hearing set for 8/12/2020 02:00 PM in San Francisco, Courtroom 02, 17th Floor before Judge William H. Orrick. Responses due by 7/20/2020. Replies due by 7/27/2020. (Attachments: # 1 Declaration, # 2 Declaration, # 3 Declaration, # 4 Certificate/Proof of Service)(Cahill, Jonathan) (Filed on 7/6/2020) (Entered: 07/06/2020)
07/08/2020	39	NOTICE Bill In Equity by Kevin-Paul El Woodruff. (Attachments: # 1 Envelope)(jlgS, COURT STAFF) (Filed on 7/8/2020) (Entered: 07/14/2020)
07/10/2020	40	Received Document, Exhibit for Bill In Equity & Power of Attorney Appointment by Kevin-Paul El Woodruff. (Attachments: # 1 Envelope)(jlgS, COURT STAFF) (Filed on 7/10/2020) (Entered: 07/17/2020)
07/20/2020	41	REPLY (re 36 MOTION to Dismiss) filed byMortgage Electronic Registration System ("MERS"), Nationstar Mortgage LLC, US Bank NA. (Bissell, Jared) (Filed on 7/20/2020) (Entered: 07/20/2020)
07/20/2020	42	REPLY (re 37 MOTION to Dismiss *and joinder in motion to dismiss*) filed byMason McDuffie Mortgage Corporation. (Rosenthal, Joshua) (Filed on 7/20/2020) (Entered: 07/20/2020)
07/21/2020	43	CERTIFICATE OF SERVICE by Mason McDuffie Mortgage Corporation re 42 Reply to Opposition/Response (Rosenthal, Joshua) (Filed on 7/21/2020) (Entered: 07/21/2020)
07/24/2020	44	**ORDER GRANTING 38 MOTION TO SET ASIDE ENTRY OF DEFAULT by Judge William H. Orrick. Woodruff has until August 6, 2020, to file any response to this motion to dismiss. Any replies by Cenlar FSB and Texas Capital Bank, N.A. are due by August 13, 2020. Hearing on the motion to dismiss is scheduled for August 26, 2020 at 2:00 p.m.(jmdS, COURT STAFF) (Filed on 7/24/2020)** Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) **(Entered: 07/24/2020)**
07/24/2020		Reset Deadlines as to 37 MOTION to Dismiss *and joinder in motion to dismiss*, 36 MOTION to Dismiss. Responses due by 8/6/2020. Replies due by 8/13/2020. Motion Hearing set for 8/26/2020 02:00 PM before Judge William H. Orrick. (jmdS, COURT STAFF) (Filed on 7/24/2020) (Entered: 07/24/2020)
08/13/2020	45	NOTICE of Non-Opposition (re 36 MOTION to Dismiss) filed by Cenlar, Texas Capital Bank NA. (Attachments: # 1 Certificate/Proof of Service)(Cahill, Jonathan) (Filed on 8/13/2020) Modified on 8/17/2020 (gbaS, COURT STAFF). (Entered: 08/13/2020)
08/20/2020	46	Request for Judicial Notice filed byCenlar, Texas Capital Bank NA. (Cahill, Jonathan) (Filed on 8/20/2020) (Entered: 08/20/2020)
08/21/2020	47	Proposed Order captioned as BILL IN EQUITY OUT OF SUIT IN CHANCERY by Kevin-Paul El Woodruff. (jmdS, COURT STAFF) (Filed on 8/21/2020) (Entered: 08/21/2020)
08/24/2020	48	CLERKS NOTICE SETTING ZOOM HEARING. The Motion Hearing set for 8/26/2020 02:00 PM before Judge William H. Orrick will be held via a Zoom webinar. **Webinar Access:** All counsel, members of the public, and media may access the webinar information at https://www.cand.uscourts.gov/who **General Order 58.** Persons granted access to court proceedings held by telephone or videoconference are reminded that photog raphing, recording, and rebroadcasting of court proceedings, including screenshots or other visual copying of a hearing, is absolutely prohibited. **Zoom Guidance and Setup:** htt ps://www.cand.uscourts.gov/zoom/. Motion Hearing set for 8/26/2020 02:00 PM before Judge William H. Orrick. *(This is a text-only entry generated by the court. There is no document associated with this entry.)* (jmdS, COURT STAFF) (Filed on 8/24/2020) Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) (Entered: 08/24/2020)

08/26/2020	49	**Minute Entry for proceedings held before Judge William H. Orrick: Motion Hearing held on 8/26/2020 re 36 , 37 Motions to Dismiss. Total Time in Court: 0 minutes. Court Reporter: Marla Knox. Plaintiff Attorney: Kevin Paul El-Woodruff (pro se). Defendant Attorneys: Joshua Abram Rosenthal and Jarad Bissell. (jmdS, COURT STAFF) (Date Filed: 8/26/2020) (Entered: 08/26/2020)**
09/01/2020	50	**ORDER GRANTING MOTION FOR LEAVE TO AMEND COMPLAINT; GRANTING MOTIONS TO DISMISS AMENDED COMPLAINT WITH PREJUDICE. Signed by Judge William H. Orrick on 09/01/2020. (jmdS, COURT STAFF) (Filed on 9/1/2020)** **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)** **(Entered: 09/01/2020)**
09/01/2020	51	***PLEASE DISREGARD; FILED IN INCORRECT CASE***Minute Entry for proceedings held before Judge William H. Orrick: Case Management Conference held on 9/1/2020. Modified on 9/1/2020 (jmdS, COURT STAFF). (Entered: 09/01/2020)
09/01/2020	52	CLERK'S JUDGMENT. (jmdS, COURT STAFF) (Filed on 9/1/2020) Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) (Entered: 09/01/2020)

PACER Service Center

Transaction Receipt

02/11/2022 10:01:43

PACER Login:	jdbissell	**Client Code:**	999999.999999
Description:	Docket Report	**Search Criteria:**	3:19-cv-04300-WHO
Billable Pages:	7	**Cost:**	0.70

Exhibit 7

Fein 39017006O8

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY

Recording Requested By:
MASON MCDUFFIE MORTGAGE CORPORATION

And After Recording Return To:
MASON MCDUFFIE MORTGAGE CORPORATION
2010 CROW CANYON PLACE, SUITE 400
SAN RAMON, CALIFORNIA 94583
Loan Number: 110170363
Case Number: 43-43-6-1498485

20179012149500017
CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk-Recorder
DOC 2017-0121495-00
Acct 2666-Chicago Title Company
Friday, JUL 07, 2017 11:07:49
MOD $17.00|REC $27.00|FTC $16.00
RED $1.00|ERD $1.00|
Ttl Pd $62.00 Nbr-0002964624
mkk/RC/1-17

TCB 459569

055-020-013

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

MIN: 100417950000971318 MERS Phone: 888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) **"Security Instrument"** means this document, which is dated JULY 5, 2017, together with all Riders to this document.
(B) **"Borrower"** is KEVIN WOODRUFF AND TANYA STUTSON, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP
BORROWER'S ADDRESS IS 2013 MT HAMILTON DR., ANTIOCH, CALIFORNIA 94531.

Borrower is the trustor under this Security Instrument.
(C) **"Lender"** is MASON MCDUFFIE MORTGAGE CORPORATION

Lender is a CALIFORNIA CORPORATION organized

and existing under the laws of CALIFORNIA .
Lender's address is 2010 CROW CANYON PLACE, SUITE 400, SAN RAMON, CALIFORNIA 94583

(D) "Trustee" is CHICAGO TITLE INSURANCE COMPANY

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(F) "Note" means the promissory note signed by Borrower and dated JULY 5, 2017 .
The Note states that Borrower owes Lender FOUR HUNDRED FIFTY-FOUR THOUSAND FIVE HUNDRED SIXTY-SEVEN AND 00/100 Dollars (U.S. $ 454,567.00)
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2047 .
(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Planned Unit Development Rider
☐ Balloon Rider	☐ Biweekly Payment Rider
☐ 1-4 Family Rider	☐ Second Home Rider
☐ Condominium Rider	☒ Other(s) [specify] VA Assumption Policy Rider

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(M) "Escrow Items" means those items that are described in Section 3.
(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument,

"RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of CONTRA COSTA :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF
A.P.N.: 055-020-013

which currently has the address of 2013 MT HAMILTON DR.
[Street]

ANTIOCH , California 94531 ("Property Address"):
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under Section 5. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's

obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall

not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage olause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 21 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which

consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that

such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not

personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

17. Transfer of the Property; Acceleration; Assumption. This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the

assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code. The acceptability of any assumption shall also be subject to the following additional provisions:

(a) Funding Fee: A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729(c).

(b) Processing Charge: Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) Indemnity Liability Assumption: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

If the acceptability of the assumption of this loan is not established for any reason, and Lender exercises its option to declare all sums secured by this Security Instrument immediately due and payable, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other

information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

20. Hazardous Substances. As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate

payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

23. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

24. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

NOTICE TO BORROWER

Department of Veterans Affairs regulations at 38 C.F.R. 36.4337 provide as follows:

"Regulations issued under 38 U.S.C. Chapter 37 and in effect on the date of any loan which is submitted and accepted or approved for a guaranty or for insurance thereunder, shall govern the rights, duties, and liabilities of the parties to such loan and any provisions of the loan instruments inconsistent with such regulations are hereby amended and supplemented to conform thereto."

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to Borrower at the address set forth above.

✓ Kevin Woodruff _____ (Seal)
KEVIN WOODRUFF -Borrower

✓ _____ (Seal)
TANYA STUTSON -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Witness:

_____

Witness:

_____

[Space Below This Line For Acknowledgment]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA)

County of CONTRA COSTA)

On 7/5/2017 (Date) before me, T. Burgueno, Notary Public (Here Insert Name and Title of the Notarizing Officer)

personally appeared KEVIN WOODRUFF AND TANYA STUTSON

(Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

T. BURGUENO
COMM. #2199614
Notary Public - California
Contra Costa County
My Comm. Expires June 29, 2021

NRO1 NRO1

Notary Seal

Signature of Notary Public

Loan Originator: DEBBIE SUNDLIE, NMLSR ID 247830
Loan Originator Organization: MASON MCDUFFIE MORTGAGE CORPORATION, NMLSR ID 1141

EXHIBIT A

Order No.: FCLA-3901700608

For APN/Parcel ID(s): 055-020-013

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 13, AS SHOWN ON THE MAP OF SUBDIVISION 7201, FILED JANUARY 11, 1991, IN MAP BOOK 354, PAGE 40, CONTRA COSTA COUNTY RECORDS.

EXCEPTING THEREFROM:

ALL OIL, GAS, CASINGHEAD GASOLINES AND OTHER HYDROCARBON AND MINERAL SUBSTANCES BELOW A POINT 500 FEET BELOW THE SURFACE OF SAID LAND TOGETHER WITH THE RIGHT TO TAKE, REMOVE, MINE, PASS THROUGH AND DISPOSE OF ALL OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES, BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND, AS RESERVED IN THE DEED FROM MARY M. HINES, ET AL, RECORDED OCTOBER 5, 1977, BOOK 8536, PAGE 172, OFFICIAL.

Loan Number: 110170363
Case Number: 43-43-6-1498485

VA ASSUMPTION POLICY RIDER

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS ASSUMPTION POLICY RIDER is made this 5th day of JULY, 2017 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt ("Instrument") of the same date herewith, given by the undersigned ("Mortgagor") to secure the Mortgagor's Note ("Note") of the same date to MASON MCDUFFIE MORTGAGE CORPORATION

("Mortgagee") and covering the property described in the Instrument and located at:

2013 MT HAMILTON DR., ANTIOCH, CALIFORNIA 94531

(Property Address)

Notwithstanding anything to the contrary set forth in the Instrument, Mortgagee and Mortgagor hereby acknowledges and agrees to the following:

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits", the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: If all or any part of the Property or any interest in it is sold or transferred, this loan shall be immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferee ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Department of Veterans Affairs or its authorized agent pursuant to section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(A) ASSUMPTION FUNDING FEE: A fee equal to one-half of 1 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the mortgagee or its authorized agent, as trustee for the Secretary of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the mortgagee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(B) ASSUMPTION PROCESSING CHARGE: Upon application for approval to allow assumptions and transfer of this loan, a processing fee may be charged by the mortgagee or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which section 3714 of Chapter 37, Title 38, United States Code applies.

(C) ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Mortgagor(s) has executed this Assumption Policy Rider.

✓ Kevin Woodruff _____ (Seal)
KEVIN WOODRUFF Mortgagor

✓ _____ (Seal)
TANYA STUTSON Mortgagor

_____ (Seal)
Mortgagor

_____ (Seal)
Mortgagor

_____ (Seal)
Mortgagor

_____ (Seal)
Mortgagor

Exhibit 8

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

[RECORDING REQUESTED BY]
Cenlar FSB

[AND WHEN RECORDED MAIL TO]
Cenlar FSB C/O Nationwide Title Clearing, LLC
2100 Alt. 19 North
Palm Harbor, FL 34683

CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk-Recorder
DOC- 2018-0139822-00
Check Number
Friday, AUG 31, 2018 09:03:14
MOD $1.00 | REC $11.00 | FTC $0.00
DAF $2.70 | REF $0.30 | RED $1.00
ERD $1.00 | SB2 $75.00 |
Ttl Pd $92.00 Nbr-0003292013
MLB / RU / 1-1

CORPORATE ASSIGNMENT OF DEED OF TRUST

Regarding this instrument, contact Cenlar FSB. 425 Phillips Blvd, Ewing, NJ 08618, telephone # 1-800-223-6527, which is responsible for receiving payments.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MASON MCDUFFIE MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS, (ASSIGNOR), (MERS Address: P.O. Box 2026, Flint, Michigan 48501-2026)** by these presents does convey, grant, assign, transfer and set over the described Deed of Trust, representation or warranty, together with all rights, title and interest secured thereby, all liens, and any rights due or to become due thereon to **TEXAS CAPITAL BANK, N.A., WHOSE ADDRESS IS 2350 LAKESIDE BLVD, #375, RICHARDSON, TX 75082 (887)909-6437, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).**

Said Deed of Trust made by **KEVIN WOODRUFF AND TANYA STUTSON, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP** and recorded on 07/07/2017 as **Doc # 2017-0121495-00** in the office of the **CONTRA COSTA** County Recorder, **CA**.

Dated on 8 / 21 **/2018 (MM/DD/YYYY)**
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MASON MCDUFFIE MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS

By: Cd Mnda
Andre Miranda
VICE PRESIDENT

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PINELLAS
The foregoing instrument was acknowledged before me on 8/21/2018 (MM/DD/YYYY), by Andre Miranda as VICE PRESIDENT of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MASON MCDUFFIE MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

Michelle Brown GG 38514
Notary Public - State of FLORIDA
Commission expires: 10/13/2020

MICHELLE BROWN
Notary Public - State of Florida
My Commission #GG 38514
Expires October 13,2020

Document Prepared By: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
CENAV 404239684 DEFAULT MIN 100417950000971318 MERS PHONE 1-888-679-6377 MERS Mailing Address: P.O. Box 2026, Flint, MI 48501-2026 DOCR T201808-07:47:08 [C-1] FRMCA1

D0032341739

Exhibit 9

20199001238100001
CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk-Recorder
DOC 2019-0012381-00
Acct 1124-Servicelink Irvine Ca Simplifile
Tuesday, JAN 29, 2019 15:18:01
SB2 $75.00|MOD $1.00|REC $11.00
FTC $0.00|DAF $2.70|REF $0.30
RED $1.00|ERD $1.00|
Ttl Pd $92.00 Nbr-0003393448
MSN/RC/1-1

Recording Requested By:
NATIONSTAR MORTGAGE DBA MR. COOPER

When Recorded Return To:

DOCUMENT ADMINISTRATION
NATIONSTAR MORTGAGE DBA MR. COOPER
8950 CYPRESS WATERS BLVD
COPPELL, TX 75019

CORPORATE ASSIGNMENT OF DEED OF TRUST

Contra Costa, California
SELLER'S SERVICING #:0652152307 "WOODRUFF"

MIN #: 100417950000971318 SIS #: 1-888-679-6377

Prepared By: David Batzin, NATIONSTAR MORTGAGE DBA MR. COOPER 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019 1-888-480-2432

For Value Received, TEXAS CAPITAL BANK, N.A. hereby grants, assigns and transfers to NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER at 8950 CYPRESS WATERS BLVD., COPPELL, TX 75019 all its interest under that certain Deed of Trust dated 07/05/2017 , in the amount of $454,567.00, executed by KEVIN WOODRUFF AND TANYA STUTSON, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MASON MCDUFFIE MORTGAGE CORPORATION and Recorded: 07/07/2017 in Book/Reel/Liber: N/A Page/Folio: N/A as Instrument No.: 2017-0121495-00 in the County of Contra Costa, State of California.

In witness whereof this instrument is executed.

TEXAS CAPITAL BANK, N.A.
On 1/23/2019

Jessica Nguyen AVP, Collateral Management

STATE OF Texas
COUNTY OF Dallas

On 1/23/2019, before me, Shountae Seaberry, a Notary Public in and for Dallas County in the State of Texas, personally appeared Jessica Nguyen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Notary Expires: 9/16/21

SHOUNTAE Y SEABERRY
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-16-21
Notary ID # 13104832-9

(This area for notarial seal)

*DB7*DB7NATT*01/16/2019 04:16:55 PM* NATT01NATTA0000000000000001817362* CACONTR* 0652152307 CASTATE_TRUST_ASSIGN_ASSN **DB7NATT*

Exhibit 10

Exhibit 4

20199001646600001
CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk-Recorder
DOC 2019-0016466-00
Acct 1124-Servicelink Irvine Ca Simplifile
Wednesday, FEB 06, 2019 14:35:51
SB2 $75.00|MOD $1.00|REC $11.00
FTC $0.00|DAF $2.70|REF $0.30
RED $1.00|ERD $1.00|
Ttl Pd $92.00 Nbr-0003398847
LLF/RC/1-1

Recording Requested By:
ServiceLink

When Recorded Mail To:
BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP
4004 Belt Line Road, Suite 100
Addison, Texas 75001-4320

APN #: **055-020-013**
Property Address:
2013 MT HAMILTON DR
ANTIOCH, CALIFORNIA 94531

Space above this line for Recorder's use only

Trustee Sale No. : **00000008098253** Title Order No. : **190621087**

SUBSTITUTION OF TRUSTEE

WHEREAS, **KEVIN WOODRUFF AND TANYA STUTSON, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP** was the original Trustor, **CHICAGO TITLE INSURANCE COMPANY** was the original Trustee, and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MASON MCDUFFIE MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS** was the original Beneficiary **Recorded on 07/07/2017 as Instrument No. 2017-0121495-00** of official records in the Office of the Recorder of **Contra Costa** County, **California**, as more fully described on said Deed of Trust.; and WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and instead of said prior Trustee.

NOW, THEREFORE, the undersigned hereby substitutes, **BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP, WHOSE ADDRESS IS: 20955 Pathfinder Road, Suite 300, Diamond Bar, CA 91765** as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Beneficiary: NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER by BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP, its Attorney in Fact.

Date: January 31, 2019

Kenny Pierce

Kenny Pierce, Supervisor

STATE OF **TEXAS**

COUNTY OF **DALLAS**

Before me, BRUCE A. COCKLIN, Notary Public, on this day personally appeared Kenny Pierce, who is personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 31st day of JANUARY, 2019.

B. A. Cocklin (Seal)
Notary Public, State of Texas

BRUCE A COCKLIN
ID # 7393064
Notary Public. State of Texas
My Commission Expires
04/01/2022

Exhibit 11

Recording requested by:
ServiceLink

When Recorded Mail To:
BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP
4004 Belt Line Road, Suite 100
Addison, Texas 75001-4320

APN #: 055-020-013
Property Address:
2013 MT HAMILTON DR
ANTIOCH, CALIFORNIA 94531

DFF00000008098253

20199002374800004
CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk-Recorder
DOC 2019-0023748-00
Acct 1124-Servicelink Irvine Ca Simplifile
Thursday, FEB 21, 2019 14:47:05
SB2 $75.00|MOD $4.00|REC $14.00
FTC $3.00|DAF $2.70|REF $0.30
RED $1.00|ERD $1.00|
Ttl Pd $101.00 Nbr-0003408236
MMM/RC/1-4

Space above this line for Recorder's use only

Trustee Sale No. : 00000008098253 Title Order No.: 190621087

IMPORTANT NOTICE
NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

ATTENTION RECORDER: THE FOLLOWING REFERENCE TO AN ATTACHED SUMMARY APPLIES ONLY TO COPIES PROVIDED TO THE TRUSTOR, NOT TO THIS RECORDED ORIGINAL NOTICE.

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED
注：本文件包含一个信息摘要
참고사항: 본 첨부 문서에 정보 요약서가 있습니다
NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO
TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP
LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this Notice of Default may be recorded (which date of recordation appears on this notice).

This amount is $27,427.28 as of 02/20/2019 and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Recording requested by:
ServiceLink

When Recorded Mail To:
BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP
4004 Belt Line Road, Suite 100
Addison, Texas 75001-4320

APN #: **055-020-013**
Property Address:
2013 MT HAMILTON DR
ANTIOCH, CALIFORNIA 94531

DFF00000008098253

Space above this line for Recorder's use only

Trustee Sale No. : **00000008098253** Title Order No.: **190621087**

IMPORTANT NOTICE
NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

ATTENTION RECORDER: THE FOLLOWING REFERENCE TO AN ATTACHED SUMMARY APPLIES ONLY TO COPIES PROVIDED TO THE TRUSTOR, NOT TO THIS RECORDED ORIGINAL NOTICE.

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED
注：本文件包含一个信息摘要
참고사항: 본 첨부 문서에 정보 요약서가 있습니다
NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO
TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP
LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this Notice of Default may be recorded (which date of recordation appears on this notice).

This amount is $27,427.28 as of 02/20/2019 and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three months after this notice of default is recorded) to, among other things. (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER
c/o BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP
4004 Belt Line Road, Suite 100
Addison, Texas 75001-4320
(866) 795-1852

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.
Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

IMPORTANT NOTICE
NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

Trustee Sale No. : **00000008098253** Title Order No.: **190621087**

NOTICE IS HEREBY GIVEN THAT: BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP is the original Trustee, duly appointed Substituted Trustee, or acting as Agent for the Trustee or Beneficiary under a Deed of Trust dated 07/05/2017, executed by KEVIN WOODRUFF AND TANYA STUTSON, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP, as Trustor, to secure obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MASON MCDUFFIE MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS, as Beneficiary Recorded on 07/07/2017 as Instrument No. 2017-0121495-00 of official records in the Office of the Recorder of CONTRA COSTA County, California, as more fully described on said Deed of Trust. Including a Note(s)/ Unconditional Guaranty which had a principal amount of $454,567.00 that the beneficial interest under said Deed of Trust and the obligations secured thereby are presently held by the Beneficiary; that a breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the payment has not been made of:

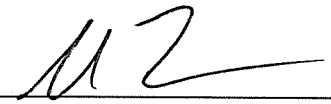
THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 5/1/2018 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES AS SET FORTH IN SAID NOTE AND DEED OF TRUST, ADVANCES, ASSESSMENTS, FEES, AND/OR TRUSTEE FEES, IF ANY.

NOTHING IN THIS NOTICE SHALL BE CONSTRUED AS A WAIVER OF ANY FEES OWING TO THE BENEFICIARY UNDER THE DEED OF TRUST, PURSUANT TO THE TERMS OF THE LOAN DOCUMENTS.

That by reason thereof, the present beneficiary under said Deed of Trust and/or its loan servicer hereby declare(s) all obligations secured thereby immediately due and payable, invoke(s) the power of sale under said Deed of Trust, and elect(s) to sell the property described therein in satisfaction of those obligations without prejudice to any other default remedies permitted by applicable law.

DATED: 02/20/2019

BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP as Trustee for Beneficiary

By: 

Inku Nam, Associate Attorney

CALIFORNIA DECLARATION OF COMPLIANCE
(CAL. CIV. CODE § 2923.55)

Borrower(s):	KEVIN WOODRUFF & TANYA STUTSON
Property Address:	2013 MT HAMILTON DR ANTIOCH CA 94531
Trustee's Sale No.:	F_Trustee_Sale_Number

The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares as follows:

1. [X] The mortgage servicer has contacted the borrower to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure as required by California Civil Code § 2923.55(b)(2). Thirty days have passed since the initial contact was made.

2. [ ] The mortgage servicer has tried with due diligence to contact the borrower as required by California Civil Code § 2923.55(f) but has not made contact despite such due diligence. Thirty days have passed since these due diligence efforts were satisfied.

3. [ ] No contact was required because the individual did not meet the definition of "borrower" under California Civil Code § 2920.5(c).

4. [ ] The requirements of California Civil Code § 2923.55 do not apply because the loan is not secured by a first lien mortgage or deed of trust on "owner-occupied" residential real property as defined by California Civil Code § 2924.15.

I certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

Nationstar Mortgage LLC dba Mr.Cooper

Dated: 01/14/2019

Signature of Agent or Employee

Chanc Davis-Document Execution Associate
Printed Name of Agent or Employee

Exhibit 12

$R0000464844$

Recording requested by:
ServiceLink

When Recorded Mail To:
BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP
4004 Belt Line Road, Suite 100
Addison, Texas 75001-4320
(866) 795-1852

APN #: 055-020-013
Property Address:
2013 MT HAMILTON DR
ANTIOCH, CALIFORNIA 94531

NOTS00000008098253

Electronically Recorded
CONTRA COSTA Co Recorder Office
DEBORAH COOPER, Clerk-Recorder
DOC - 2021-0223795
Wednesday, Aug 11, 2021 13:12:00
SB2 Fee: $75.00
Total Paid: $98.00 Receipt #: 202100170186
10 - SimpliFile 201 / MBPC / 1-3

Space above this line for Recorder's use only

Trustee Sale No. : 00000008098253 Title Order No.: 190621087 FHA/VA/PMI No.: 43-43-6-1498485

NOTICE OF TRUSTEE'S SALE

ATTENTION RECORDER: THE FOLLOWING REFERENCE TO AN ATTACHED SUMMARY APPLIES ONLY TO COPIES PROVIDED TO THE TRUSTOR, NOT TO THIS RECORDED ORIGINAL NOTICE.

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED
注：本文件包含一个信息摘要
참고사항: 본 첨부 문서에 정보 요약서가 있습니다
NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO
TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP
LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 07/05/2017. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP, as duly appointed Trustee under and pursuant to Deed of Trust **Recorded on 07/07/2017 as Instrument No. 2017-0121495-00** of official records in the office of the County Recorder of **CONTRA COSTA** County, State of CALIFORNIA.

EXECUTED BY: **KEVIN WOODRUFF AND TANYA STUTSON, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP,**

WILL SELL AT PUBLIC AUCTION TO HIGHEST BIDDER FOR CASH, CASHIER'S CHECK/CASH EQUIVALENT or other form of payment authorized by California Civil Code 2924h(b), (payable at time of sale in lawful money of the United States).

DATE OF SALE: **09/28/2021** **TIME OF SALE:** **9:00 AM**

PLACE OF SALE: **Pleasant Hill Community Center, 320 Civic Drive, Pleasant Hill, CA 94523, Auction.com Room.**

STREET ADDRESS and other common designation, if any, of the real property described above is purported to be:
2013 MT HAMILTON DR, ANTIOCH, CALIFORNIA 94531
APN#: **055-020-013**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, under the terms of said Deed of Trust, fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is **$538,567.19**. The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located.

NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call 833-561-0243 for information regarding the trustee's sale or visit this Internet Web site WWW.SALES.BDFGROUP.COM for information regarding the sale of this property, using the file number assigned to this case 00000008098253. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

Trustee Sale No. : **00000008098253** Title Order No.: **190621087** FHA/VA/PMI No.: **43-43-6-1498485**

NOTICE TO TENANT: You may have a right to purchase this property after the trustee auction pursuant to Section 2924m of the California Civil Code. If you are an "eligible tenant buyer," you can purchase the property if you match the last and highest bid placed at the trustee auction. If you are an "eligible bidder", you may be able to purchase the property if you exceed the last and highest bid placed at the trustee auction. There are three steps to exercising this right of purchase. First, 48 hours after the date of the trustee sale, you can call 833-561-0243, or visit this internet website WWW.SALES.BDFGROUP.COM using the file number assigned to this case 00000008098253 to find the date on which the trustee's sale was held, the amount of the last and highest bid, and the address of the trustee. Second, you must send a written notice of intent to place a bid so that the trustee receives it no more than 15 days after the trustee's sale. Third, you must submit a bid so that the trustee receives it no more than 45 days after the trustee's sale. If you think you may qualify as an "eligible tenant buyer" or "eligible bidder," you should consider contacting an attorney or appropriate real estate professional immediately for advice regarding this potential right to purchase.

FOR TRUSTEE SALE INFORMATION PLEASE CALL:
833-561-0243
WWW.SALES.BDFGROUP.COM

BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP as Trustee
3990 E. Concours Street, Suite 350
Ontario, CA 91764
(866) 793-1852

Dated: **08/10/2021**

BY: Manuel Loeza

Manuel Loeza
Foreclosure Supervisor

Exhibit 13

Recording requested by:
BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP
4004 Belt Line Road, Suite 100
Addison, Texas 75001-4320

When Recorded Mail to and Mail Tax Statement to:
NATIONSTAR MORTGAGE LLC D/B/A .et al
c/o NATIONSTAR MORTGAGE LLC D/B/A .et al
8950 CYPRESS WATERS BLVD.
COPPELL, TX 75019

APN #: **055-020-013**
Property Address:
2013 MT HAMILTON DR
ANTIOCH, CALIFORNIA 94531

TDUS00000008098253

* $ R 0 0 0 0 5 5 2 6 0 7 $ *

Electronically Recorded
CONTRA COSTA Co Recorder Office
DEBORAH COOPER, Clerk-Recorder
DOC - 2021-0295835
Thursday, Oct 21, 2021 09:12
SB2 Fee: $75.00
Total Paid: $95.00 **Receipt #: 202100219766**
10 - SimpliFile 220 / ABPC / 1-2

Space above this line for Recorder's use only

R&T code 11926 Trustee Sale No. : **00000008098253** Title Order No.: **190621087**

TRUSTEE'S DEED UPON SALE

The undersigned grantor declares:
1) The Grantee herein WAS the foreclosing beneficiary
2) The amount of the unpaid debt together with cost was **$537,676.93**
3) The amount paid by the grantee at the trustee sale was **$526,153.00**
4) The documentary transfer tax is $0.00
5) Said property is in the city of **ANTIOCH**

BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP, as the duly appointed Trusteeunder the Deed of Trust hereinafter described, does hereby grant and convey, but without covenant or warranty, express or implied, to:

NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER

(herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of Contra Costa, State of California, described as follows:

LOT 13, AS SHOWN ON THE MAP OF SUBDIVISION 7201, FILED JANUARY 11, 1991, IN MAP BOOK 354, PAGE 40, CONTRA COSTA COUNTY RECORDS.
EXCEPTING THEREFROM:
ALL OIL, GAS, CASINGHEAD GASOLINES AND OTHER HYDROCARBON AND MINERAL SUBSTANCES BELOW A POINT 500 FEET BELOW THE SURFACE OF SAID LAND TOGETHER WITH THE RIGHT TO TAKE, REMOVE, MINE, PASS THROUGH AND DISPOSE OF ALL OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES, BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND, AS RESERVED IN THE DEED FROM MARY M. HINES, ET AL, RECORDED OCTOBER 5, 1977, BOOK 8536, PAGE 172, OFFICIAL.

RECITALS:
This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust dated **07/05/2017** and executed by **KEVIN WOODRUFF AND TANYA STUTSON, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP** Trustor(s), and **Recorded on 07/07/2017 as Instrument No. 2017-0121495-00** of official records of **Contra Costa** County, California, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance.

Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the Office of the Recorder of said

MAIL TAX STATEMENTS AS DIRECTED ABOVE

County, and such default still existed at the time of sale.

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Default or the personal delivery of the copy of the Notice of Default and the posting and publication of copies of the Notice of a Sale have been complied with.

Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust, sold the herein described property at public auction on **09/28/2021**. Grantee, being the highest bidder at said sale, became the purchaser of said property for the amount bid being **526,153.00** in lawful money of the United States, or by credit bid if the Grantee was the beneficiary of said Deed of Trust at the Time of said Trustee's Sale.

DATED: 10/19/2021

BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP, as Trustee

Manuel Loeza
Foreclosure Supervisor

10/19/2021
DATED

State of TEXAS }
County of DALLAS }

On 10/19/2021 before me, R. Lewis Notary Public, personally appeared Manuel Loeza who is known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____ (Seal)

My commission expires: 4/20/2025

R LEWIS
Notary Public, State of Texas
My Commission Expires
April 20, 2025
NOTARY ID 1231316-0

"This Instrument is being recorded as an ACCOMMODATION ONLY, with no Representation as to its effect upon title"

Exhibit 14

Not for Official Use : This copy has not been QUALITY ASSURED.

Recording Requested by:
SERVICELINK

When Recorded Mail to:
MAIL TAX STATEMENTS TO:
WILLIAM H. WU
1169 FAIRFORD WAY
SAN JOSE, CA 95129



Electronically Recorded
CONTRA COSTA Co Recorder Office
KRISTIN B. CONNELLY, Clerk-Recorder
DOC - 2023-0043006
Tuesday, May 9, 2023 09:29:00
An $477.40

Total Paid: $500.40 Receipt #: 202300038548
10 - SimpliFile 210 / CPPC / 1-4

THIS SPACE FOR RECORDERS USE ONLY

GRANT DEED

DOCUMENT TITLE

The undersigned declares that the document to which this page is affixed and made a part of is exempt from the tax imposed by the Building Homes & Jobs Act (Gov.Code §27388.1)

Reason for exemption:

- ☐ Not related to real property – Gov. Code §27388.1(a)(1)
- ☑ Recorded concurrently and in connection with a transfer subject to the imposition of Documentary Transfer Tax – Gov. Code §27388.1(a)(2)
- ☐ Recorded concurrently and in connection with a transfer of real property that is a residential dwelling to an owner-occupier – Gov. Code § 27388.1(a)(2)
- ☐ Maximum $225.00 tax per transaction reached – Gov. Code §27388.1(a)(1)

Signature

5-8-23
Date

THIS PAGE IS ADDED TO PROVIDE DECLARATION OF BUILDING HOMES & JOBS ACT (SB2) TAX EXEMPTION

ADDITIONAL RECORDING FEE APPLIES

Not for Official Use : This copy has not been QUALITY ASSURED.
Not for Official Use : This copy has not been QUALITY ASSURED.

Not for Official Use : This copy has not been QUALITY ASSURED.

RECORDING REQUESTED BY:
ServiceLink
Order No. **230071419**
Escrow No. **32-3119-MW**
Parcel No. **055-020-013-3**

AND WHEN RECORDED MAIL TO:

WILLIAM H. WU
1169 FAIRFORD WAY
SAN JOSE, CA CA 95129

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS **$477.40** and CITY **$ 00.00**

- ☒ computed on full value of property conveyed, or
- ☐ computed on full value less liens or encumbrances remaining at the time of sale.
- ☐ unincorporated area: ☒ **Antioch**, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Nationstar Mortgage, LLC D/B/A Mr Cooper

hereby GRANT(S) to

William H. Wu, a single man

the following described real property in the County of **Contra Costa**, State of California:

Legal description is attached hereto and made a part hereof as Exhibit "A"

More commonly known as: **2013 Mt Hamilton Drive, Antioch, CA 94531**

Date April 10, 2013

Not for Official Use : This copy has not been QUALITY ASSURED.
Not for Official Use : This copy has not been QUALITY ASSURED.

Not for Official Use : This copy has not been QUALITY ASSURED.

Nationstar Mortgage LLC D/B/A Mr Cooper

By Name: Melissa Patterson
Title: Asst. Secretary
on behalf of Prominent Escrow as attorney in fact

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Orange } S.S

On Apr 12, 2023, before me, Marissa Mulla, Notary Public personally appeared Melissa Patterson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

MARISSA MULLA
COMM. # 2368161
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. JULY 28, 2025

Not for Official Use : This copy has not been QUALITY ASSURED.
Not for Official Use : This copy has not been QUALITY ASSURED.

Not for Official Use : This copy has not been QUALITY ASSURED.

EXHIBIT "A"

LOT 13, AS SHOWN ON THE MAP OF SUBDIVISION 7201, FILED JANUARY 11, 1991, IN MAP BOOK 354, PAGE 40, CONTRA COSTA COUNTY RECORDS.
EXCEPTING THEREFROM:
ALL OIL, GAS, CASINGHEAD GASOLINES AND OTHER HYDROCARBON AND MINERAL SUBSTANCES BELOW A POINT 500 FEET BELOW THE SURFACE OF SAID LAND TOGETHER WITH THE RIGHT TO TAKE, REMOVE, MINE PASS THROUGH AND DISPOSE OF ALL OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES, BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND, AS RESERVED IN THE DEED FROM MARY M. HINES, ET AL, RECORDED 5, 1977, BOOK 8536, PAGE 172, OFFICIAL.

APN: 055-020-013-3

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Not for Official Use : This copy has not been QUALITY ASSURED.

Exhibit 15

CLOSED, MEANSNO

U.S. Bankruptcy Court
California Northern Bankruptcy Court (Oakland)
Bankruptcy Petition #: 19-41825

Assigned to: Judge Charles Novack
Chapter 7
Voluntary
No asset

Date filed: 08/12/2019
Date terminated: 04/06/2020
Debtor discharged: 04/06/2020
Joint debtor discharged: 04/06/2020
341 meeting: 10/15/2019
Deadline for objecting to discharge: 11/18/2019
Deadline for financial mgmt. course: 09/26/2019

Debtor disposition: Standard Discharge
Joint debtor disposition: Standard Discharge

Debtor
Kevin Paul Woodruff
2013 Mount Hamilton Dr.
Antioch, CA 94531
CONTRA COSTA-CA
SSN / ITIN: xxx-xx-6559
***aka* Wanag Tahatan-Bey**
***aka* Kevin Paul: Woodruff-EL**
***dba* Kevin Paul Woodruff Estate**
***dba* Kevin Paul Woodruff**

represented by **Kevin Paul Woodruff**
PRO SE

Joint Debtor
Tanya Renea Stutson
2013 Mount Hamilton Dr.
Antioch, CA 94531
CONTRA COSTA-CA
SSN / ITIN: xxx-xx-8701
***aka* Tanya Stutson-Bey**

represented by **Tanya Renea Stutson**
PRO SE

Defendant
Jonathan C. Cahill, CENLAR FSB and TEXAS CAPITAL BANK, N.A., *Defendants*
Sacramento
916 912-4700
TERMINATED: 10/15/2019

represented by **Jonathan Cahill**
Aldridge Pite, LLP
4375 Jutland Dr. #200
P.O. Box 17933
San Diego, CA 92177-0933
(916)760-3729
Email: ecfcanb@aldridgepite.com
TERMINATED: 10/15/2019

Trustee
Lois I. Brady
P.O. Box 12425

Oakland, CA 94604
(510) 452-4200

U.S. Trustee
Office of the U.S. Trustee/Oak
Office of the United States Trustee
Phillip J. Burton Federal Building
450 Golden Gate Ave. 5th Fl., #05-0153
San Francisco, CA 94102
(415) 252-2080

Filing Date	#	Docket Text
08/12/2019	1 (51 pgs)	Chapter 7 Voluntary Petition for Individuals. IFP Fee Status Selected, Fee Is Not Required at This Time. Financial Management Certificate Due Prior to Discharge. Filed by Kevin Paul Woodruff , Tanya Renea Stutson . Incomplete Filings due by 8/26/2019. Order Meeting of Creditors due by 8/26/2019. (rs) (Entered: 08/12/2019)
08/12/2019		First Meeting of Creditors with 341(a) meeting to be held on 09/17/2019 at 09:00 AM at Oakland U.S. Trustee Office 13th Floor. Objections for Discharge due by 11/18/2019. (rs) (Entered: 08/12/2019)
08/12/2019	2	Statement of Social Security Number. Filed by Joint Debtor Tanya Renea Stutson , Debtor Kevin Paul Woodruff (rs) (Entered: 08/12/2019)
08/12/2019	3 (3 pgs)	Application to Have Chapter 7 Filing Fee Waived. Filed by Joint Debtor Tanya Renea Stutson , Debtor Kevin Paul Woodruff (rs) (Entered: 08/12/2019)
08/12/2019	4 (1 pg)	Creditor Matrix Filed by Joint Debtor Tanya Renea Stutson , Debtor Kevin Paul Woodruff (rs) (Entered: 08/12/2019)
08/12/2019	5 (3 pgs; 2 docs)	Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, and Deadlines (Generated) (rdr) (Entered: 08/12/2019)
08/12/2019	6 (2 pgs; 2 docs)	Order to File Required Documents and Notice of Automatic Dismissal. (rdr) (Entered: 08/12/2019)
08/12/2019		

	7 (3 pgs; 2 docs)	Order Setting Hearing on Application to Waive Chapter 7 Filing Fee (RE: related document(s)3 Application to Have Chapter 7 Filing Fee Waived filed by Debtor Kevin Paul Woodruff, Joint Debtor Tanya Renea Stutson). **Hearing scheduled for 8/29/2019 at 10:00 AM at Oakland Room 215 - Novack.** (rba) (Entered: 08/13/2019)
08/13/2019	8 (1 pg)	Request for Notice Filed by Creditor Synchrony Bank. (Smith, Valerie) (Entered: 08/13/2019)
08/14/2019	9 (3 pgs)	BNC Certificate of Mailing - Meeting of Creditors. (RE: related document(s) 5 Generate 341 Notices). Notice Date 08/14/2019. (Admin.) (Entered: 08/14/2019)
08/14/2019	10 (2 pgs)	BNC Certificate of Mailing (RE: related document (s) 6 Order to File Missing Documents). Notice Date 08/14/2019. (Admin.) (Entered: 08/14/2019)
08/15/2019	11 (3 pgs)	BNC Certificate of Mailing (RE: related document (s) 7 Order To Set Hearing). Notice Date 08/15/2019. (Admin.) (Entered: 08/15/2019)
08/26/2019	12 (6 pgs)	Schedule J: Individual- Your Expenses , Schedule J-2 Expenses for Separate Household of Debtor 2 Filed by Joint Debtor Tanya Renea Stutson , Debtor Kevin Paul Woodruff (rs) DEFECTIVE ENTRY: No selection made on box(es)1 (Page 4). Modified on 8/27/2019 (rs). (Entered: 08/26/2019)
08/26/2019	13 (11 pgs)	Chapter 7 Statement of Your Current Monthly Income , Chapter 7 Means Test Calculation . Filed by Joint Debtor Tanya Renea Stutson , Debtor Kevin Paul Woodruff (rs) DEFECTIVE ENTRY: No selection made on box(es) 3 (page 11 #42). Modified on 8/27/2019 (rs). (Entered: 08/26/2019)
08/29/2019	14 (2 pgs)	Amendment to List of Creditors . IFP, Filing Fee Waived. Filed by Joint Debtor Tanya Renea Stutson , Debtor Kevin Paul Woodruff (pw) (Entered: 08/29/2019)
08/29/2019	15 (48 pgs; 2 docs)	Cover Sheet Filed by Joint Debtor Tanya Renea Stutson , Debtor Kevin Paul Woodruff (Attachments: # 1 Part 2) (pw) (Entered: 08/29/2019)

08/29/2019		Hearing Held 8/29/2019 at 10:00 AM (related document(s): 3 Application to Have Chapter 7 Filing Fee Waived filed by Tanya Renea Stutson, Kevin Paul Woodruff) **Minutes:** Debtors appeared. For the reasons stated on the record, the Application to Have Chapter 7 Filing Fee Waived is denied. Debtors shall pay the filing fee in full by **09/06/2019**. The court will issue the order. (rba) (Entered: 08/29/2019)
08/29/2019	16 (1 pg)	PDF with attached Audio File. Court Date & Time [8/29/2019 10:09:02 AM]. File Size [2496 KB]. Run Time [00:05:12]. (admin). (Entered: 08/29/2019)
08/29/2019		Receipt of Filing Fee for Chapter 7 Voluntary Petition. Amount 335.00 from Kevin Paul Woodruff. Receipt Number 40103758. (admin) (Entered: 08/29/2019)
08/29/2019		Receipt of Amendment Filing Fee. Amount 31.00 from Kevin Paul Woodruff. Receipt Number 40103759. (admin) (Entered: 08/29/2019)
08/29/2019	17 (5 pgs; 3 docs)	Order Denying Application To Have the Filing Fee Waived . Filing Fee in the Amount of $335.00 is now due. (Related Doc 3 Application to Have Chapter 7 Filing Fee Waived Filed by Joint Debtor Tanya Renea Stutson , Debtor Kevin Paul Woodruff) Full Filing Fee due by 9/6/2019. (ds) NOTE: Clerk docketed in error. Order not mailed to debtors. Modified on 8/30/2019 (ds). (Entered: 08/30/2019)
08/29/2019	18 (3 pgs; 2 docs)	Order Denying Application To Have the Filing Fee Waived . Filing Fee in the Amount of $335.00 is now due. (Related Doc # 3 Application to Have Chapter 7 Filing Fee Waived. Filed by Joint Debtor Tanya Renea Stutson , Debtor Kevin Paul Woodruff) Full Filing Fee due by 9/6/2019. (ds) (Entered: 08/30/2019)
09/01/2019	19 (3 pgs)	BNC Certificate of Mailing - Electronic Order (RE: related document(s) 18 Order on Application to Have the Filing Fee Waived). Notice Date 09/01/2019. (Admin.) (Entered: 09/01/2019)
09/04/2019		

	20 (44 pgs; 2 docs)	Adversary case 19-04045. 02 (Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy));14(Recovery of money/property - other);65 (Dischargeability - other); 91(Declaratory judgment) Complaint by Kevin Woodruff Estate Tanya Stutson Estate against United States Dept. Of The Treasury , United States Dept. Of Justice , Federal Bureau Of Prisons , Securities And Exchange Commission , Departmemnt Of Transportation , Office Of The Comptroller Of The Currency , United States Department Of Commerce , Fidelity Investment , DTC , DTCC , GMEI Utility , Internal Revenue Service , Governor Of Texas , Governor Of California , Secretary Of The State Of Texas , Secretary Of State Of California , United States Corporation , Holding Company , Mason McDuffie Mortgage Corporation , Citigroup Global Markets . Fee Amount $350 . (Attachments: # 1 Part 2) (rs) CORRECTIVE ENTRY: Clerk modified docket text. Modified on 9/12/2019 (lb). (Entered: 09/04/2019)
09/05/2019	21 (1 pg)	Personal Financial Management Course Certificate. (RE: related document(s)1 Voluntary Petition (Chapter 7)). Filed by Debtor Kevin Paul Woodruff (Geving, Allison) (Entered: 09/05/2019)
09/05/2019	22 (1 pg)	Personal Financial Management Course Certificate. Filed by Joint Debtor Tanya Renea Stutson (Geving, Allison) (Entered: 09/05/2019)
09/06/2019	23 (1 pg)	Personal Financial Management Course Certificate. Filed by Debtor Kevin Paul Woodruff (pw) (Entered: 09/09/2019)
09/06/2019	24 (1 pg)	Personal Financial Management Course Certificate. Filed by Joint Debtor Tanya Renea Stutson (pw) (Entered: 09/09/2019)
09/17/2019		Statement Adjourning Meeting of 341(a) Meeting of Creditors. Meeting of Creditors Continued. Next Meeting of Creditors to be Held on on 10/15/2019 at 10:30 AM at Oakland U.S. Trustee Office 13th Floor. (Brady, Lois) (Entered: 09/17/2019)
10/03/2019	25 (2 pgs; 2 docs)	Notice of Proof of Claim Filed Pursuant to Rule 3004. Claim Number: 1 Creditor Name:

		NATIONSTAR MORTGAGE LLC,. (lb) (Entered: 10/03/2019)
10/03/2019	26 (2 pgs; 2 docs)	Notice of Proof of Claim Filed Pursuant to Rule 3004. Claim Number: 2 Creditor Name: Mason McDuffie Mortgage Corp. (lb) (Entered: 10/03/2019)
10/03/2019	27 (2 pgs; 2 docs)	Notice of Proof of Claim Filed Pursuant to Rule 3004. Claim Number: 3 Creditor Name: Central Loan Administration Reporting CENLAR. (lb) (Entered: 10/03/2019)
10/03/2019	28 (2 pgs; 2 docs)	Notice of Proof of Claim Filed Pursuant to Rule 3004. Claim Number: 4 Creditor Name: MERS, Inc. (lb) (Entered: 10/03/2019)
10/03/2019	29 (2 pgs; 2 docs)	Notice of Proof of Claim Filed Pursuant to Rule 3004. Claim Number: 5 Creditor Name: TEXAS CAPITAL BANK. (lb) (Entered: 10/03/2019)
10/03/2019	30 (2 pgs; 2 docs)	Notice of Proof of Claim Filed Pursuant to Rule 3004. Claim Number: 6 Creditor Name: HOME DEPOT. (lb) (Entered: 10/03/2019)
10/03/2019	31 (2 pgs; 2 docs)	Notice of Proof of Claim Filed Pursuant to Rule 3004. Claim Number: 7 Creditor Name: KAY'S JEWELERS. (lb) (Entered: 10/03/2019)
10/03/2019	32 (2 pgs; 2 docs)	Notice of Proof of Claim Filed Pursuant to Rule 3004. Claim Number: 8 Creditor Name: KIA CORPORATE. (lb) (Entered: 10/03/2019)
10/03/2019	33 (2 pgs; 2 docs)	Notice of Proof of Claim Filed Pursuant to Rule 3004. Claim Number: 9 Creditor Name: SANTANDER. (lb) (Entered: 10/03/2019)
10/03/2019	34 (2 pgs; 2 docs)	Notice of Proof of Claim Filed Pursuant to Rule 3004. Claim Number: 10 Creditor Name: Chicago Title Insurance Co.. (lb) (Entered: 10/03/2019)
10/03/2019	35 (2 pgs; 2 docs)	Notice of Proof of Claim Filed Pursuant to Rule 3004. Claim Number: 11 Creditor Name: Chicago Title Insurance Co.. (lb) (Entered: 10/03/2019)
10/03/2019	36 (2 pgs; 2 docs)	Notice of Proof of Claim Filed Pursuant to Rule 3004. Claim Number: 12 Creditor Name: State of

		California, Franchise Tax Board. (lb) (Entered: 10/03/2019)
10/03/2019	37 (2 pgs; 2 docs)	Notice of Proof of Claim Filed Pursuant to Rule 3004. Claim Number: 13 Creditor Name: Macy's. (lb) (Entered: 10/03/2019)
10/03/2019	38 (2 pgs; 2 docs)	Notice of Proof of Claim Filed Pursuant to Rule 3004. Claim Number: 14 Creditor Name: US BANK. (lb) (Entered: 10/03/2019)
10/03/2019	39 (2 pgs; 2 docs)	Notice of Proof of Claim Filed Pursuant to Rule 3004. Claim Number: 15 Creditor Name: GINNE MAE. (lb) (Entered: 10/03/2019)
10/03/2019	40 (2 pgs; 2 docs)	Notice of Proof of Claim Filed Pursuant to Rule 3004. Claim Number: 16 Creditor Name: CITIGROUP GLOBAL MARKETS HOLDING INC. (lb) (Entered: 10/03/2019)
10/05/2019	41 (2 pgs)	BNC Certificate of Mailing (RE: related document (s) 25 Notice of Proof of Claim Rule 3004). Notice Date 10/05/2019. (Admin.) (Entered: 10/05/2019)
10/05/2019	42 (2 pgs)	BNC Certificate of Mailing (RE: related document (s) 26 Notice of Proof of Claim Rule 3004). Notice Date 10/05/2019. (Admin.) (Entered: 10/05/2019)
10/05/2019	43 (2 pgs)	BNC Certificate of Mailing (RE: related document (s) 27 Notice of Proof of Claim Rule 3004). Notice Date 10/05/2019. (Admin.) (Entered: 10/05/2019)
10/05/2019	44 (2 pgs)	BNC Certificate of Mailing (RE: related document (s) 28 Notice of Proof of Claim Rule 3004). Notice Date 10/05/2019. (Admin.) (Entered: 10/05/2019)
10/05/2019	45 (2 pgs)	BNC Certificate of Mailing (RE: related document (s) 29 Notice of Proof of Claim Rule 3004). Notice Date 10/05/2019. (Admin.) (Entered: 10/05/2019)
10/05/2019	46 (2 pgs)	BNC Certificate of Mailing (RE: related document (s) 30 Notice of Proof of Claim Rule 3004). Notice Date 10/05/2019. (Admin.) (Entered: 10/05/2019)
10/05/2019	47 (2 pgs)	BNC Certificate of Mailing (RE: related document (s) 31 Notice of Proof of Claim Rule 3004). Notice Date 10/05/2019. (Admin.) (Entered: 10/05/2019)

10/05/2019	48 (2 pgs)	BNC Certificate of Mailing (RE: related document (s) 32 Notice of Proof of Claim Rule 3004). Notice Date 10/05/2019. (Admin.) (Entered: 10/05/2019)
10/05/2019	49 (2 pgs)	BNC Certificate of Mailing (RE: related document (s) 33 Notice of Proof of Claim Rule 3004). Notice Date 10/05/2019. (Admin.) (Entered: 10/05/2019)
10/05/2019	50 (2 pgs)	BNC Certificate of Mailing (RE: related document (s) 34 Notice of Proof of Claim Rule 3004). Notice Date 10/05/2019. (Admin.) (Entered: 10/05/2019)
10/05/2019	51 (2 pgs)	BNC Certificate of Mailing (RE: related document (s) 35 Notice of Proof of Claim Rule 3004). Notice Date 10/05/2019. (Admin.) (Entered: 10/05/2019)
10/05/2019	52 (2 pgs)	BNC Certificate of Mailing (RE: related document (s) 36 Notice of Proof of Claim Rule 3004). Notice Date 10/05/2019. (Admin.) (Entered: 10/05/2019)
10/05/2019	53 (2 pgs)	BNC Certificate of Mailing (RE: related document (s) 37 Notice of Proof of Claim Rule 3004). Notice Date 10/05/2019. (Admin.) (Entered: 10/05/2019)
10/05/2019	54 (2 pgs)	BNC Certificate of Mailing (RE: related document (s) 38 Notice of Proof of Claim Rule 3004). Notice Date 10/05/2019. (Admin.) (Entered: 10/05/2019)
10/05/2019	55 (2 pgs)	BNC Certificate of Mailing (RE: related document (s) 39 Notice of Proof of Claim Rule 3004). Notice Date 10/05/2019. (Admin.) (Entered: 10/05/2019)
10/05/2019	56 (2 pgs)	BNC Certificate of Mailing (RE: related document (s) 40 Notice of Proof of Claim Rule 3004). Notice Date 10/05/2019. (Admin.) (Entered: 10/05/2019)
10/10/2019	57 (135 pgs; 3 docs)	Motion to Dismiss Adversary Proceeding Filed by Defendant Jonathan C. Cahill, CENLAR FSB and TEXAS CAPITAL BANK, N.A.. (Attachments: # 1 Memorandum of Points and Authorities # 2 Exhibit Request for Judicial Notice) (Cahill, Jonathan)DEFECTIVE ENTRY: PDF scanned upside down on page #39 on exhibit. Modified on 10/10/2019 (aw). DEFECTIVE ENTRY: PDF docketed in incorrect case. (2) Notice of Hearing or Opportunity for Hearing to be filed separatelModified on 10/15/2019 (aw). (Entered: 10/10/2019)

10/15/2019		Meeting of Creditors Held and Concluded Debtor appeared. Joint debtor appeared. (Brady, Lois) (Entered: 10/15/2019)
10/18/2019	58 (1 pg)	Withdrawal of Claim: 6 Filed by Interested Party Home Depot U.S.A., Inc.. (Pinkston, M.) (Entered: 10/18/2019)
10/21/2019	59 (5 pgs)	Certificate of Service (RE: related document(s)58 Withdrawal of Claim). Filed by Interested Party Home Depot U.S.A., Inc. (Pinkston, M.) (Entered: 10/21/2019)
10/22/2019		Chapter 7 Trustee's Report of No Distribution: I, Lois I. Brady, having been appointed trustee of the estate of the above-named debtor(s), report that I have neither received any property nor paid any money on account of this estate; that I have made a diligent inquiry into the financial affairs of the debtor(s) and the location of the property belonging to the estate; and that there is no property available for distribution from the estate over and above that exempted by law. Pursuant to Fed R Bank P 5009, I hereby certify that the estate of the above-named debtor(s) has been fully administered. I request that I be discharged from any further duties as trustee. Key information about this case as reported in schedules filed by the debtor(s) or otherwise found in the case record: This case was pending for 2 months. Assets Abandoned (without deducting any secured claims): $ 60000.00, Assets Exempt: Not Available, Claims Scheduled: $ 9813006.00, Claims Asserted: Not Applicable, Claims scheduled to be discharged without payment (without deducting the value of collateral or debts excepted from discharge): $ 9813006.00. Meeting of Creditors Held. (Brady, Lois) (Entered: 10/22/2019)
10/25/2019	60 (25 pgs; 3 docs)	Motion *to Strike Proof of Claim Number 9 Improperly Filed Under FRBP 3004* Filed by Creditor Santander Consumer USA Inc. (Attachments: # 1 Declaration # 2 Certificate of Service) (Mroczynski, Randall) (Entered: 10/25/2019)
10/25/2019	61 (2 pgs)	Notice of Hearing (RE: related document(s)60 Motion *to Strike Proof of Claim Number 9*

		Improperly Filed Under FRBP 3004 Filed by Creditor Santander Consumer USA Inc. (Attachments: # 1 Declaration # 2 Certificate of Service)). **Hearing scheduled for 12/5/2019 at 10:00 AM at Oakland Room 215 - Novack.** Filed by Creditor Santander Consumer USA Inc. (Mroczynski, Randall) (Entered: 10/25/2019)
10/30/2019	62 (3 pgs)	Application for Admission of Attorney Pro Hac Vice . Fee Amount $310. Receipt Number 40103951 (lb) (Entered: 10/30/2019)
10/30/2019	63 (5 pgs)	Proof of Service (RE: related document(s)62 Application for Admission of Attorney Pro Hac Vice). Filed by Interested Party Home Depot U.S.A., Inc. (lb) (Entered: 10/30/2019)
10/30/2019		Receipt of Pro Hac Vice Fee. Amount 310.00 from Nationwide Legal, Llc. Receipt Number 40103951. (admin) (Entered: 10/30/2019)
11/04/2019	64 (1 pg)	Order Granting Application for Admission of Attorney Pro Hac Vice (Related Doc # 62). (rba) (Entered: 11/04/2019)
11/21/2019	65 (16 pgs)	Commercial Notice Appointment of Fiduciary Trustee Filed by Debtor Kevin Paul Woodruff, Joint Debtor Tanya Renea Stutson (rs) Modified on 11/21/2019 (rs). (Entered: 11/21/2019)
11/21/2019	66 (24 pgs)	Affidavit/Certificate of Title Statement of Beneficiary Ownership Filed by Joint Debtor Tanya Renea Stutson , Debtor Kevin Paul Woodruff (rs) (Entered: 11/21/2019)
11/21/2019	67 (12 pgs)	UCC-1 Financing Statement Filed by Joint Debtor Tanya Renea Stutson , Debtor Kevin Paul Woodruff (rs) (Entered: 11/21/2019)
11/21/2019	68 (69 pgs; 3 docs)	Document: Power of Attorney Filed by Joint Debtor Tanya Renea Stutson , Debtor Kevin Paul Woodruff (Attachments: # 1 Part 2 # 2 Part 3) (rs) (Entered: 11/21/2019)
11/25/2019	69 (20 pgs)	Third Party Creditor Request for Disclosure from Alleged Creditors Filed by Joint Debtor Tanya Renea Stutson , Debtor Kevin Paul Woodruff (rs) (Entered: 11/27/2019)

11/26/2019	70 (34 pgs; 2 docs)	Third-Party Creditor Standard Forms Consent Of Surety; Payment Bond; Performance Bond; Bid Bond 24;Performance Bond 25; Payment Bond 25a; Affidavit Of Individual Surety 28; Amendment Of Solicitation Mod/Contract 30; Annual Bid Bond 34; Reinsurance Bond 273; Reinsurance Payment Bond 274; Reinsurance Agreement 275 Optional Forms 90 Release Of Lien On Real Property; Optional Form 91 Release Of Personal Property From Escrow On Special Deposit Filed by Joint Debtor Tanya Renea Stutson , Debtor Kevin Paul Woodruff (Attachments: # 1 Part 2) (rs) (Entered: 11/27/2019)
11/27/2019	71 (3 pgs)	Letter of Advice. Filed by Debtor Kevin Paul Woodruff (pw) (Entered: 11/27/2019)
12/05/2019	72 (1 pg)	PDF with attached Audio File. Court Date & Time [12/5/2019 10:08:17 AM]. File Size [656 KB]. Run Time [00:01:22]. (admin). (Entered: 12/05/2019)
12/05/2019	73 (1 pg)	PDF with attached Audio File. Court Date & Time [12/5/2019 10:11:05 AM]. File Size [3656 KB]. Run Time [00:07:37]. (admin). (Entered: 12/05/2019)
12/05/2019		Hearing Held 12/5/2019 at 10:00 AM (related document(s): 60 Motion Miscellaneous Relief filed by Santander Consumer USA Inc.) **Minutes: GRANTED.** Mr. Mroczynski will submit the order. (rba) (Entered: 12/05/2019)
12/09/2019	74 (4 pgs; 2 docs)	Order Granting Motion to Strike Proof of Claim Number 9 Improperly Filed under FRBP 3004 (Related Doc # 60) (rba) (Entered: 12/10/2019)
12/12/2019	75 (4 pgs)	BNC Certificate of Mailing (RE: related document (s) 74 Order on Motion for Miscellaneous Relief). Notice Date 12/12/2019. (Admin.) (Entered: 12/12/2019)
12/18/2019	76 (3 pgs)	Petition to Stay Discharging Lois I. Brady d/b/a Trustee from her Obligation. Filed by Interested Party Wanag Tahatan-Bey (lm) (Entered: 12/18/2019)

12/18/2019	77 (1 pg)	10/22/2019 Report of No Distribution (RE: related document(s) Chapter 7 Trustee's Report of No Distribution). Filed by Joint Debtor Tanya Renea Stutson , Interested Party Wanag Tahatan-Bey (lm) (Entered: 12/18/2019)
12/23/2019		Adversary Case Closed 4:19-ap-4045. (myt) (Entered: 12/23/2019)
01/21/2020	78 (5 pgs)	Plaintiff's UCC Financing Statement & Shipper's Export Declaration Exhibits. Filed by Joint Debtor Tanya Renea Stutson , Debtor Kevin Paul Woodruff (lb) (Entered: 01/21/2020)
01/24/2020	79 (7 pgs)	Letter re: Non Performance of Publication 908 Bankruptcy Guide . Filed by Debtor Kevin Paul Woodruff (pw) (Entered: 01/24/2020)
01/29/2020	80 (7 pgs)	Letter Re Non Performance of Publication 908 Bankruptcy Guide Filed by Joint Debtor Tanya Renea Stutson , Debtor Kevin Paul Woodruff (rs) Modified on 1/30/2020 (rs). (Entered: 01/30/2020)
04/01/2020	81 (3 pgs; 2 docs)	Order Denying Petition for Relief (RE: related document(s)76 Motion Miscellaneous Relief filed by Interested Party Wanag Tahatan-Bey, 77 Document filed by Joint Debtor Tanya Renea Stutson, Interested Party Wanag Tahatan-Bey, 78 Statement filed by Debtor Kevin Paul Woodruff, Joint Debtor Tanya Renea Stutson, 79 Document filed by Debtor Kevin Paul Woodruff, 80 Document filed by Debtor Kevin Paul Woodruff, Joint Debtor Tanya Renea Stutson). (rba) (Entered: 04/01/2020)
04/03/2020	82 (3 pgs)	BNC Certificate of Mailing (RE: related document (s) 81 Order). Notice Date 04/03/2020. (Admin.) (Entered: 04/03/2020)
04/06/2020	83 (4 pgs; 2 docs)	Order Discharging Debtors and Final Decree (RE: related document(s) Meeting (Chapter 7)). (ds) (Entered: 04/06/2020)
04/06/2020		Bankruptcy Case Closed. (ds) (Entered: 04/06/2020)
04/08/2020	84 (4 pgs)	BNC Certificate of Mailing - Order of Discharge and Final Decree (RE: related document(s) 83

		Order Discharging Debtor and Final Decree (Manual)). Notice Date 04/08/2020. (Admin.) (Entered: 04/08/2020)
04/20/2020		Returned Mail: Mail originally sent on 04/08/2020 returned as undeliverable. Returned Mail: The following order sent to Experian Credit Bureau P.O. Box 9595 Allen, Texas 70513 on 04/08/2020 was returned as undeliverable: Order Discharging Debtor and Final Decree (Manual) (ADI Administrator court); (Entered: 04/20/2020)
05/20/2020	85 (3 pgs)	Notice of Change of Address Filed by Joint Debtor Tanya Renea Stutson , Debtor Kevin Paul Woodruff (dts) (Entered: 05/21/2020)

PACER Service Center			
Transaction Receipt			
06/29/2020 16:20:05			
PACER Login:	saboaj10:5590232:3944258	**Client Code:**	999999.999999
Description:	Docket Report	**Search Criteria:**	19-41825 Fil or Ent: filed From: 6/1/2017 To: 6/29/2020 Doc From: 0 Doc To: 99999999 Term: included Headers: included Format: html Page counts for documents: included
Billable Pages:	7	**Cost:**	0.70

Exhibit 16

Case Information

C22-01738 | WANAG TAHATAN-BEY vs. SECRETARY OF VETERANS AFFAIRS

Case Number	Court	Judicial Officer
C22-01738	CV - Martinez-Wakefield Taylor Courthouse	Maier, Clare
File Date	**Case Type**	**Case Status**
08/24/2022	42: Unlimited Other Complaint (Not Spec)	Stayed

Party

Plaintiff/Petitioner TAHATAN-BEY, WANAG	Active Attorneys Pro Se
Plaintiff/Petitioner TANYA STUTSON ABSOLUTE TRUSTEES TO CESTUI QUE TRUST FOR BLIND TRUST KEVIN WOODRUFF & TANYA R STUTSON	Active Attorneys Pro Se
Plaintiff/Petitioner WOODRUFF, KEVIN PAUL	Active Attorneys Pro Se
Plaintiff/Petitioner UNITED STATES DEPARTMENT OF TREASURY	Active Attorneys Pro Se

Plaintiff/Petitioner
U.S. MARSHALL DEPT.

Active Attorneys
Pro Se

Defendant/Respondent
SECRETARY OF VETERANS AFFAIRS

Defendant/Respondent
DOES 1 TO 100

Defendant/Respondent
LIVINGSTON, DAVID O.

Defendant/Respondent
MCNETT-MASON, MARY ANN

Events and Hearings

08/24/2022 Initial Complaint Filed

Initial Complaint Filed

08/24/2022 Summons Issued/Filed

Summons Issued/Filed

08/24/2022 Civil Case Cover Sheet

Civil Case Cover Sheet

08/24/2022 Fee Paid

08/24/2022 Miscellaneous Filing Re:

Miscellaneous Filing Re:

Comment
TRUSTEE'S NOTICE OF ADVERSE CLAIMS ISO CIVIL COMPLAINT BY THE ABSOLUTE TRUSTEES TO CESTUI QUE TRUST, FOR BENEFICIARY SOCIAL SECURITY INDENTURE ACCOUNT NUMBER 655/8701

08/24/2022 Miscellaneous Filing Re:

Miscellaneous Filing Re:

Comment
ESTOPPEL BY DEED ISO CIVIL COMPLAINT BY THE ABSOLUTE TRUSTEES TO CESQUI QUE TRUST, FOR BENEFICIARY SOCIAL SECURITY INDENTURE ACCT NO. 6559/8701

08/24/2022 Service of Complaint and Summons

Requested By
TAHATAN-BEY, WANAG, TANYA STUTSON ABSOLUTE TRUSTEES TO CESTUI QUE TRUST FOR BLIND TRUST KEVIN WOODRUFF & TANYA R STUTSON

Unserved

Unserved

Unserved

Unserved

09/02/2022 Amended Complaint Filed

Amended Complaint Filed

09/02/2022 Service of Amended Complaint

Requested By
TAHATAN-BEY, WANAG, TANYA STUTSON ABSOLUTE TRUSTEES TO CESTUI QUE TRUST FOR BLIND TRUST KEVIN WOODRUFF & TANYA R STUTSON, WOODRUFF, KEVIN PAUL, UNITED STATES DEPARTMENT OF TREASURY, U.S. MARSHALL DEPT.

Served
10/03/2022

Unserved

Unserved

Unserved

Unserved

Unserved

Served
10/05/2022

09/30/2022 Correspondence Memo:

CORR 1

Comment
Rejecting proof of service of summons

10/03/2022 Proof of Service by Notice & Acknowledgement of Receipt

Proof of Service by Notice & Acknowledgement of Receipt

10/13/2022 Proof of Service of Summons

Proof of Service of Summons

Comment
Personal

10/27/2022 Notice of/to:

Notice of/to: Lien against Nationstar Mortgage LLC & Department of Veterans Affair

Comment
Lien against Nationstar Mortgage LLC & Department of Veterans Affair for tribal land patent infringement

10/31/2022 Memorandum of Points & Authorities Filed

Memorandum of Points & Authorities ISO Special Motion to Strike Complaint Pursuant CCP 425.16

Comment
ISO Special Motion to Strike Complaint Pursuant CCP 425.16

10/31/2022 Declaration Re:

Declaration of Melissa Coutts ISO Special Motion to Strike Complaint CCP 425.16

Comment
Melissa Coutts ISO Special Motion to Strike Complaint CCP 425.16

10/31/2022 Lodge Order/Judgment

Lodge Proposed Order Granting Special Motion to Strike Complaint CCP 425.16

Comment
Proposed Order Granting Special Motion to Strike Complaint CCP 425.16

10/31/2022 Proof of Service by Mail

Proof of Service by Mail

Comment
NTC of MTN, MPA, DEC; mailed on 10/31/22

10/31/2022 Notice of/to:

Notice of Special Motion to Strike Complaint Pursuant to CCP 425.16 filed by Def on 10/31/22

Comment
Notice of Special Motion to Strike Complaint Pursuant to CCP 425.16 filed by Def on 10/31/22

11/02/2022 Ex Parte Application

Ex Parte Application

Comment
FOR ORDER TO FILE SECOND AMENDED COMPLAINT NAMING ADDITIONAL DEFENDANTS

11/02/2022 Order Filed Re:

Order Filed Re:

Comment
DENYING EX PARTE ORDER TO FILE SECOND AMENDED COMPLAINT NAMING ADDITIONAL DEFENDANTS

11/03/2022 Reply to:

Reply to:

Comment
Defendants Notice of Motion To Strike Complaint Pursuant to Code of Civil Procedure 425.16

11/04/2022 Notice of Hearing Re:

Notice of Hearing Re: Special Motion to Strike Complaint

Comment
Special Motion to Strike Complaint

12/14/2022 Case Management Conference Statement Filed

Case Management Conference Statement Filed

12/29/2022 Case Management Conference Statement Filed

Case Management Conference Statement Filed

01/03/2023 *Case Management Conference

Original Type
*Case Management Conference

CMC Notice - Fast Track

CMC Notice - Fast Track

Minutes

Judicial Officer
Maier, Clare

Hearing Time
8:30 AM

Result
Held

01/17/2023 Notice of/to:

Notice of TRIBAL PROTECTION ORDER HOLY TRIBAL WRIT

Comment
TRIBAL PROTECTION ORDER HOLY TRIBAL WRIT

01/17/2023 Lodge Order/Judgment

Lodge Order/Judgment

Comment
NOTICE OF LIS PENDENS

01/19/2023 Motion to Strike

Original Type
Motion to Strike

Minutes w/Appearances

Judicial Officer
Maier, Clare

Hearing Time
9:00 AM

Result
Held

Comment
Motion to Strike Complaint Pursuant to CCP 425.16 filed by Def on 10/31/22

Parties Present
Plaintiff/Petitioner: TAHATAN-BEY, WANAG

01/24/2023 Motion Filed To/For

Motion Filed To/For TO JOIN A NECESSARY PARTY TO THIS LAWSUIT NATIONSTAR MORTGAGE LLC DBA

Comment
TO JOIN A NECESSARY PARTY TO THIS LAWSUIT NATIONSTAR MORTGAGE LLC DBA MR. COOPER PURS TO CCP 1005(b)

01/27/2023 Miscellaneous Filing Re:

Miscellaneous Filing Re:

Comment
PLTF'S MANDATORY JUDICIAL NTC OF TRIBAL PROTECTION ORDER

01/30/2023 Lodge Order/Judgment

Proposed Order Granting Special Motion to Strike

Comment
[Proposed] Order Granting Special Motion to Strike Complaint Pursuant to Code of Civil Procedure Section 425.16

01/30/2023 Proof of Service

Proof of Service re: Proposed Order

Comment
Proposed Order

02/09/2023 Notes

Comment
sent to dept 36

02/22/2023 Notes

Comment
SIGNED ORDER GRANTING SPECIAL MTN TO STRIKE SENT TO RM 103 FOR FILING

02/27/2023 Order Filed Re:

Order Filed Re: Granting special motion to strike complaint pursuant to CCP 425.16

Comment
Granting special motion to strike complaint pursuant to CCP 425.16

03/08/2023 Notice of Removal of Case to Federal Court

Notice of Removal of Case to Federal Court

03/16/2023 Hearing in Re:

Judicial Officer
Maier, Clare

Hearing Time
9:00 AM

Cancel Reason
Vacated

Comment
TO JOIN A NECESSARY PARTY TO THIS LAWSUIT NATIONSTAR MORTGAGE LLC DBA MR. COOPER PURS TO CCP 1005(b) FILED BY WANAG TAHATAN-BEY ON 1-24-23

06/16/2023 *Further Case Management Conference

Judicial Officer
Maier, Clare

Hearing Time
8:30 AM

Cancel Reason
Vacated

Documents

Initial Complaint Filed

Miscellaneous Filing Re:

Civil Case Cover Sheet

Miscellaneous Filing Re:

Summons Issued/Filed

CMC Notice - Fast Track

CMC Notice - Fast Track

Amended Complaint Filed

CORR 1

Proof of Service by Notice & Acknowledgement of Receipt

Proof of Service of Summons

Notice of/to: Lien against Nationstar Mortgage LLC & Department of Veterans Affair

Ex Parte Application

Order Filed Re:

Reply to:

Memorandum of Points & Authorities ISO Special Motion to Strike Complaint Pursuant CCP 425.16

Declaration of Melissa Coutts ISO Special Motion to Strike Complaint CCP 425.16

Lodge Proposed Order Granting Special Motion to Strike Complaint CCP 425.16

Proof of Service by Mail

Notice of Special Motion to Strike Complaint Pursuant to CCP 425.16 filed by Def on 10/31/22

Notice of Hearing Re: Special Motion to Strike Complaint

Case Management Conference Statement Filed

Case Management Conference Statement Filed

Minutes

Notice of TRIBAL PROTECTION ORDER HOLY TRIBAL WRIT

Lodge Order/Judgment

Minutes w/Appearances

Motion Filed To/For TO JOIN A NECESSARY PARTY TO THIS LAWSUIT NATIONSTAR MORTGAGE LLC DBA

Miscellaneous Filing Re:

Proposed Order Granting Special Motion to Strike

Proof of Service re: Proposed Order

Order Filed Re: Granting special motion to strike complaint pursuant to CCP 425.16

Notice of Removal of Case to Federal Court

Exhibit 17

ADRMOP,CLOSED,ProSe,RELATE

U.S. District Court
California Northern District (San Francisco)
CIVIL DOCKET FOR CASE #: 3:23-cv-01043-WHO

Woodruff et al v. Secretary of Veteran Affairs et al
Assigned to: Judge William H. Orrick
Demand: $10,000,000,000
Relate Case Case: 3:22-cv-03124-WHO
Case in other court: Contra Costa Superior Court - Martinez, C22-01738
Cause: 28:1442 Petition for Removal

Date Filed: 03/08/2023
Date Terminated: 05/08/2023
Jury Demand: None
Nature of Suit: 220 Real Property: Foreclosure
Jurisdiction: U.S. Government Defendant

Plaintiff

Kevin Paul Woodruff represented by **Kevin Paul Woodruff**
2013 Mount Hamilton Drive
Antioch, Ca 94531
PRO SE

Plaintiff

Tanya Renea Stutson represented by **Tanya Renea Stutson**
2013 Mount Hamilton Drive
Antioch, Ca 94531
(925)-477-9454
PRO SE

Plaintiff

Wanag Tahatan-bey represented by **Wanag Tahatan-bey**
201 13th Street, Unit# 12367
Woodruff Province
Oakland, CA 94612
(925) 477-9454
Fax: (925) 987-0292
PRO SE

Plaintiff

Cestui Que Trustees represented by **Cestui Que Trustees**
2013 Mount Hamilton Drive
Antioch, Ca 94531
(925) 477-9454
PRO SE

V.

Defendant

Secretary of Veteran Affairs represented by **Vivian Fu-Ning Wang**
U.S. Attorney's Office
450 Golden Gate Avenue
San Francisco, CA 94102

415-436-7431
Email: vivian.wang@usdoj.gov
ATTORNEY TO BE NOTICED

Defendant

Successors and Assigns at Department of Veteran Affairs

Defendant

Loan Guaranty Service

Defendant

Melissa Robbins-Coutts

Defendant

Deborah A Boyed

Date Filed	#	Docket Text
03/08/2023	1	NOTICE OF REMOVAL from Contra Costa Superior Court - Martinez. Their case number is C22-01738. **(Filing Fee Waived)** Filed by Secretary of Veteran Affairs. (Attachments: # 1 Exhibit A, # 2 Declaration Certification, # 3 t Civil Cover Sheet)(Wang, Vivian) (Filed on 3/8/2023) Modified on 3/8/2023 (bw, COURT STAFF). (Entered: 03/08/2023)
03/08/2023	2	Case assigned to Magistrate Judge Sallie Kim. Counsel for plaintiff or the removing party is responsible for serving the Complaint or Notice of Removal, Summons and the assigned judge's standing orders and all other new case documents upon the opposing parties. For information, visit *E-Filing A New Civil Case* at http://cand.uscourts.gov/ecf/caseopening. Standing orders can be downloaded from the court's web page at www.cand.uscourts.gov/judges. Upon receipt, the summons will be issued and returned electronically. A scheduling order will be sent by Notice of Electronic Filing (NEF) within two business days. Consent/Declination due by 3/22/2023. (bw, COURT STAFF) (Filed on 3/8/2023) (Entered: 03/08/2023)
03/08/2023	3	**Initial Case Management Scheduling Order with ADR Deadlines: Case Management Statement due by 6/5/2023. Initial Case Management Conference set for 6/12/2023 01:30 PM in San Francisco, Courtroom C, 15th Floor. (cv, COURT STAFF) (Filed on 3/8/2023)** **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)** **(Entered: 03/08/2023)**
03/08/2023	4	CERTIFICATE OF SERVICE by Secretary of Veteran Affairs re 1 Notice of Removal, *In a Civil Action* (Wang, Vivian) (Filed on 3/8/2023) (Entered: 03/08/2023)
03/10/2023	5	CERTIFICATE OF SERVICE by Secretary of Veteran Affairs re 1 Notice of Removal, (Wang, Vivian) (Filed on 3/10/2023) (Entered: 03/10/2023)
03/14/2023	6	MOTION to Dismiss *Notice of Motion and Motion of Defendant United States of America to Dismiss* filed by Secretary of Veteran Affairs. Motion Hearing set for 4/24/2023 09:30 AM in San Francisco, Courtroom C, 15th Floor before Magistrate Judge Sallie Kim. Responses due by 3/28/2023. Replies due by 4/4/2023. (Attachments: # 1 Declaration

		Kristen Nelson, # 2 Declaration Hayden Wallace with Ex. A-D, # 3 Proposed Order, # 4 Certificate/Proof of Service)(Wang, Vivian) (Filed on 3/14/2023) (Entered: 03/14/2023)
03/14/2023	7	CLERK'S NOTICE Re: Consent or Declination: **Plaintiffs/Defendants** shall file a consent or declination to proceed before a magistrate judge by **3/21/2023**. Note that any party is free to withhold consent to proceed before a magistrate judge without adverse substantive consequences. The forms are available at: http://cand.uscourts.gov/civilforms. Consent/Declination due by 3/21/2023. (mkl, COURT STAFF) (Filed on 3/14/2023) Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) (Entered: 03/14/2023)
03/14/2023	8	CONSENT/DECLINATION to Proceed Before a US Magistrate Judge by Wanag Tahatan-bey.. (Attachments: # 1 Envelope)(cv, COURT STAFF) (Filed on 3/14/2023) (Entered: 03/15/2023)
03/15/2023	9	CLERK'S NOTICE of Impending Reassignment to U.S. District Judge. (mkl, COURT STAFF) (Filed on 3/15/2023) Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) (Entered: 03/15/2023)
03/15/2023	10	**ORDER REASSIGNING CASE. Case reassigned using a proportionate, random, and blind system pursuant to General Order No. 44 to Judge Jacqueline Scott Corley for all further proceedings. Magistrate Judge Sallie Kim no longer assigned to case, Notice: The assigned judge participates in the Cameras in the Courtroom Pilot Project. See General Order No. 65 and http://cand.uscourts.gov/cameras.. Signed by Clerk on 3/15/2023. (Attachments: # 1 Notice of Eligibility for Video Recording)(ark, COURT STAFF) (Filed on 3/15/2023)** **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)** **(Entered: 03/15/2023)**
03/16/2023	11	**REFERRAL FOR PURPOSE OF DETERMINING RELATIONSHIP. Signed by Judge Jacqueline Scott Corley on 3/16/2023. (ahm, COURT STAFF) (Filed on 3/16/2023)** **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)** **(Entered: 03/16/2023)**
03/16/2023		Remark : ECF 11 mailed to Plaintiffs on March 16, 2023. Cestui Que Trustees Kevin Paul Woodruff Tanya Renea Stutson 2013 Mount Hamilton Drive Antioch, CA 94531 (ahm, COURT STAFF) (Filed on 3/16/2023) (Entered: 03/16/2023)
03/16/2023		Remark: ECF 11 mailed to Wanag Tahatan-Bey on March 16, 2023 at 201 13th Street, Unit# 12367 Woodruff Province Oakland, CA 94612 (ahm, COURT STAFF) (Filed on 3/16/2023) (Entered: 03/16/2023)
03/21/2023	12	**ORDER RELATING CASE. Signed by Judge William H. Orrick on 03/21/2023. (jmd, COURT STAFF) (Filed on 3/21/2023)**

		Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) **(Entered: 03/21/2023)**
03/21/2023	13	Case Reassigned to Judge William H. Orrick. Judge Jacqueline Scott Corley no longer assigned to the case. Notice: The assigned judge participates in the Cameras in the Courtroom Pilot Project. See General Order No. 65 and http://cand.uscourts.gov/cameras. (mbc, COURT STAFF) (Filed on 3/21/2023) (Entered: 03/21/2023)
03/23/2023	14	CLERKS NOTICE RESETTING HEARING. Motion Hearing reset for 5/17/2023 02:00 PM before Judge William H. Orrick. This proceeding will be held via Zoom webinar. **Webinar Access:** All counsel, members of the public, and media may access the webinar information at https://www.cand.uscourts.gov/who **General Order 58.** Persons granted access to court proceedings held by telephone or videoconference are reminded that photographing, recording, and rebroadcasting of court proceedings, including screenshots or other visual copying of a hearing, is absolutely prohibited. **Zoom Guidance and Setup:** https://www.cand.uscourts.gov/zoom/. *(This is a text-only entry generated by the court. There is no document associated with this entry.)* (jmd, COURT STAFF) (Filed on 3/23/2023) Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) (Entered: 03/23/2023)
03/23/2023	15	**CASE MANAGEMENT SCHEDULING ORDER: Case Management Conference reset for 6/20/2023 02:00 PM via Videoconference. Case Management Statement due by 6/13/2023. Signed by Judge William H. Orrick on 03/23/2023. (jmd, COURT STAFF) (Filed on 3/23/2023)** **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)** **(Entered: 03/23/2023)**
03/23/2023	16	CONSENT/DECLINATION to Proceed Before a US Magistrate Judge by Wanag Tahatan-bey, Kevin Paul Woodruff.. (Attachments: # 1 Envelope)(cv, COURT STAFF) (Filed on 3/23/2023) (Entered: 03/24/2023)
04/03/2023	17	MOTION to Remand filed by Wanag Tahatan-bey, Kevin Paul Woodruff. Responses due by 4/17/2023. Replies due by 4/24/2023. (cv, COURT STAFF) (Filed on 4/3/2023) (Entered: 04/03/2023)
04/17/2023	18	OPPOSITION/RESPONSE (re 17 MOTION to Remand) filed bySecretary of Veteran Affairs. (Wang, Vivian) (Filed on 4/17/2023) (Entered: 04/17/2023)
04/17/2023	19	CERTIFICATE OF SERVICE by Secretary of Veteran Affairs re 18 Opposition/Response to Motion (Wang, Vivian) (Filed on 4/17/2023) (Entered: 04/17/2023)
05/08/2023	20	**ORDER GRANTING MOTION TO DISMISS AND DENYING MOTION TO REMAND. Signed by Judge William H. Orrick on 05/08/2023. (jmd, COURT STAFF) (Filed on 5/8/2023)** **Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)** **(Entered: 05/08/2023)**
05/08/2023	21	JUDGMENT IN A CIVIL CASE. (jmd, COURT STAFF) (Filed on 5/8/2023) Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)

		(Entered: 05/08/2023)

PACER Service Center			
Transaction Receipt			
08/25/2023 11:42:20			
PACER Login:	jdbissell	**Client Code:**	999999.999999
Description:	Docket Report	**Search Criteria:**	3:23-cv-01043-WHO
Billable Pages:	4	**Cost:**	0.40

Exhibit 18

United States District Court
Northern District of California

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

KEVIN PAUL WOODRUFF, et al.,

Plaintiffs,

v.

SECRETARY OF VETERAN AFFAIRS, et al.,

Defendants.

Case No. 3:23-cv-01043-WHO

ORDER GRANTING MOTION TO DISMISS AND DENYING MOTION TO REMAND

Re: Dkt. Nos. 6, 17

Kevin Woodruff, a plaintiff in this case, has a long history of "serially filing frivolous cases against these defendants to improperly delay a foreclosure despite clear warnings." *Woodruff v. Mason McDuffie Mortg. Corp.*, No. 3:22-CV-03124-WHO, 2022 WL 4487011, at *1 (N.D. Cal. Sept. 12, 2022). That case outlines at least some of his history, including frivolous filings in federal district, bankruptcy, and state courts. *See id.* *2-5. The filings culminated in my finding plaintiff Kevin Woodruff a vexatious litigant and entering a "narrow pre-filing order" against him, imposing prefiling assessment of all suits arising from the particular property against any defendant, to determine "whether the complaint is facially frivolous and comprehensible." *Id.* at *1, 7. The pre-filing review order did not apply to suits filed by current his co-plaintiff, Tanya Stutson, because she was not a party to that case, but I noted that she "has previously filed frivolous cases, and potentially will do so in the future" so she and Woodruff were "caution[ed]" that "if she files future frivolous suits of the same character as a way to get around this order, she too will be sanctioned." *Id.* *7.

This case concerns 2013 Mount Hamilton Dr., Antioch, CA 94531, the same property at issue in the *Woodruff v. Mason McDuffie*. *See* Complaint [Dkt. No. 1] ¶ 15; *see also Woodruff v. Mason McDuffie Mortg. Corp.*, No. 19-CV-04300-WHO, 2020 WL 5210920, at *1 (N.D. Cal.

Sept. 1, 2020) (dismissing the case involving that property on the merits and with prejudice). Had this case been filed in federal court, Woodruff's claims would have been dismissed at the pre-filing review stage for frivolousness under the pre-filing review order. But because it was filed in state court and removed by the federal agency defendant, the case was not subject to pre-filing review. In its motion to dismiss, the government defendant provides contextual background for interpreting Woodruff's newest complaint, explaining it stems from a state court judgment in December 2022 against Woodruff in an unlawful detainer action he filed concerning the same property at issue in the previous cases. ("Mot.") [Dkt. No. 6] 4:2-16.

This case too shall be dismissed. First, removal was proper under 28 U.S.C. § 1442(a)(1). Under that statute, "suits against federal officers may be removed despite the nonfederal cast of the complaint; the federal-question element is met if the defense depends on federal law" and "the suit is for an act under color of office." *Jefferson County, Ala. v. Acker*, 527 U.S. 423, 431 (1999) (cleaned up) (citing 28 U.S.C. § 1442(a)(3)). "[O]ne of the most important reasons for removal is to have the validity of the defense of official immunity tried in federal court." *Id.* (citation omitted). Here, the government established that the suit is "for" an act under color of office, namely the guarantee of the mortgage. *See id.*; Mot. at 4:2-16. The government's defense of official immunity depends on federal law. Accordingly, removal was proper and Woodruff's motion to remand, Dkt. No. 17, is DENIED.

And the case shall be dismissed because the moving defendants assert sovereign immunity as a government agency and agency officers sued in their official capacity. *See Balser v. Dep't of Justice*, 327 F.3d 903, 907 (9th Cir. 2003). There is no indication that immunity was waived, so the defendants are immune and I do not have jurisdiction over the case. *See id.* The motion to dismiss is GRANTED with prejudice because amendment would be futile.

Finally, the complaint seems to name other defendants in this case but they were not served and also are not the subject of any comprehensible or nonfrivolous allegations. For the reasons stated in the pre-filing review order, *see Woodruff*, 2022 WL 4487011, at *7, and my previous decision on the merits, *see Woodruff*, 2020 WL 5210920, at *1-8, any remaining case

against these defendants is DISMISSED with prejudice.[1]

IT IS SO ORDERED.

Dated: May 8, 2023

William H. Orrick
United States District Judge

[1] Under Civil Local Rule 7-1(b), I find this matter appropriate for resolution without oral argument and so VACATE the hearing scheduled for May 17, 2023.

Exhibit 19

Certificate of Registration

This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

United States Register of Copyrights and Director

Registration Number
TXu 2-347-364
Effective Date of Registration:
November 28, 2022
Registration Decision Date:
December 13, 2022

Copyright Registration for a Group of Unpublished Works

Registration issued pursuant to 37 C.F.R. § 202.4(c)

Title

Title of Group: HOUSE OF YISRA'EL RESOLUTION No. 671716335450 and 3 Other Unpublished Works

Content Title: HOUSE OF YISRA'EL RESOLUTION No. 671716335450
HOUSE OF YISRA'EL LIVING TRUST
HOUSE OF YISRA'EL HOLY WRIT
HOUSE OF YISRA'EL ACCOUNT STATEMENT

Completion/Publication

Year of Completion: 2022

Author

- **Author:** Yolanda Yisra'el, dba Yolanda Lewis
  Author Created: Literary Works
- **Author:** Wilson Maurice Yisra'el, dba Wilson Maurice Davis
  Author Created: Literary Works
- **Author:** Wanag Tahatan Bey, dba Ḳevin Paul Woodruff
  Author Created: Literary Works

Copyright Claimant

Copyright Claimant: Yolanda Yisra'el, dba Yolanda Lewis
c/o BBYW Holdings LLC, 3810 Broadway, International Neutralized Tribal Land, Sacramento, California 95817

Copyright Claimant: Wilson Maurice Yisra'el, dba Wilson Maurice Davis
c/o BBYW Holdings LLC, 3810 Broadway, International Neutralized Tribal

Land, Sacramento, California 95817

Copyright Claimant: Wanag Tahatan Bey, dba Kevin Paul Woodruff
c/o BBYW Holdings LLC, 3810 Broadway, International Neutralized Tribal Land, Sacramento, California 95817

Rights and Permissions

Organization Name: BBYW Holdings LLC
Address: 3810 Broadway
Sacramento, CA 95817 United States

Certification

Name: Lewis, Yolanda, Author
Date: November 24, 2022

Correspondence: Yes
Copyright Office notes: Regarding group registration: A group of unpublished works may be registered in the same administrative class under 202.4(c) if the following requirements have been met: 1) All the works must be unpublished; 2) the group may include up to ten works; 3) a title must be provided for each work; 4) all the works must be created by the same author or the same joint authors; 5) the authorship claimed in each work must be the same; and 6) the author and claimant for each work must be the same person or organization.

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(510)263-6523 Fax
esears@elizabethsearslaw.com

Attorney for Defendant William H. Wu

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN THE COUNTY OF CONTRA COSTA

NUMINUTITSKA PENATEKAWA TRIBAL TRUST, WANAG TAHATAN-BEY ABSOLUTE TRUSTEE, PLAINTIFFS, V. NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER; BARRETT, AFFIN, FRAPPIER, TREUER, & WEISS LLP LAW FIRM, SERVICE LINK TITLE COMPANY, FIDELITY NATIONAL FINANCIAL, INC IN REM; WILLIAM H. WU IN PERSONAL, ETA AL., AND DOES 1-10	Case No. N23-1265 ANSWER TO COMPLAINT FOR DAMAGES AND FORECLOSURE OF COMMERCIAL LIEN BAILMENT, RIGHT TO LEAVE TO AMEND, COMMERCIAL LIEN DEFAULT TRIBAL LAND PATENT & COPYRIGHT INFRINGEMENT TXu 2-347-364

Defendant William H. Wu hereby Answers to the Complaint filed by Plaintiffs Numinutitska Penatekawa Tribal Trust, Wanag Tahatan-Bey Absolute Trustee as follows:

ANSWER

Pursuant to California Code of Civil Procedure section 431.30, Defendants deny each and every allegation contained in the Complaint filed by Plaintiffs. Defendant William H. Wu contends that he is a Good Faith Purchaser of the real property in question and his acts were in reliance to information and documents he received from other Defendants. Defendant William H. Wu has submitted a demand for arbitration for his damages pursuant to the terms of the CTLA policy.

AFFIRMATIVE DEFENSES

1. As a first, separate and affirmative defense to the Complaint, and to each cause of action thereof, Defendant alleges that the Complaint, or any cause of action thereof, does not set forth sufficient facts to state a cause of action against him.

2. As second, separate and affirmative defense to the Complaint, and to each cause of action thereof, Defendant alleges that under the doctrine of unclean hands, Plaintiffs dealt unfairly and unjustly with Defendants and is now assisting assistance from the Court to remedy their own wrongdoing.

3. As a third, separate and affirmative defense to the Complaint, and to each cause of action thereof, Defendant alleges that under the doctrine of mitigation of damages, Plaintiffs have failed to mitigate the alleged damages set forth in the Complaint, and that such failure to mitigate was the sole and proximate cause of the damages to Plaintiffs, if any.

4. As a fourth, separate and affirmative defense to the Complaint, and to each cause of action thereof, Defendant alleges that under the doctrine of laches, Plaintiffs unreasonably delayed in seeking assistance from the Court, which has prejudiced Defendant.

5. As a fifth, separate and affirmative defense to the Complaint, and to each cause of action thereof, Defendant alleges that the purported acts of Defendant were not the proximate cause of Plaintiffs's alleged damages and that unforeseen, independent and intervening acts on the part of Plaintiff and/or other parties, including without limitation the other unknown defendants, operated to produce their damages, if any.

6. As a sixth, separate and affirmative defense to the Complaint, and to each cause of action thereof, Defendant alleges that as a result of Plaintiffs's actions and conduct during and after the events alleged in the Complaint, Plaintiffs are estopped to recover any or all damages arising out of said events, if any exist.

7. As a seventh, separate and affirmative defense to the Complaint, and to each cause of action thereof, Defendant alleges that the alleged conduct of this Defendant was justified and reasonable under the circumstances alleged in the Complaint.

8. As a eighth, separate and affirmative defense to the Complaint, and to each cause of action thereof, Defendant alleges that at the times and places referred to in the Complaint, Plaintiffs are guilty of negligence and willful misconduct in and about the matter and things referred to in the Complaint, and that such negligence and willful misconduct on the part of the Plaintiffs proximately caused and contributed to the happening of the incidents in question, and the result of the damages sustained thereby, if any there were.

9. As a ninth, separate and affirmative defense to the Complaint, and to each cause of action thereof, Defendant alleges that this action is barred by the statutes of limitation.

10. As a tenth, separate and affirmative defense to the Complaint, and to each cause of action thereof, Defendant alleges that the alleged conduct of Defendant was privileged under the circumstances alleged in the Complaint.

11. As an eleventh, separate and affirmative defense to the Complaint, and to each cause of action thereof, Defendant alleges that Plaintiffs waived their rights, if any, to claim the matters asserted in the Complaint herein.

12. As a twelfth, separate and affirmative defense to the Complaint, and to each cause of action thereof, Defendant alleges that at all times mentioned in the Complaint, Plaintiffs consented to the acts and events set therein.

13. As a thirteenth, separate and affirmative defense to the Complaint, and to each cause of action thereof, Defendant alleges that at all times mentioned in the Complaint, Plaintiffs failed to exhaust their administrative remedies.

14. As a fourteenth, separate and affirmative defense to the Complaint, and to each cause of action thereof, Defendant alleges that at all times mentioned in the Complaint, Plaintiffs have breached their obligations to Defendant and that such failure justified the conduct as alleged in the Complaint.

15. As a fifteenth, separate and affirmative defense in the Complaint, as to each cause of action thereof, Defendant alleges that they did not engage in the wrongdoing alleged in the Complaint.

Wherefore, Defendant William H. Wu pray for judgment as follows:

1. Plaintiffs take nothing by way of their Complaint;

2. Defendant be awarded their costs, including reasonable attorney's fees; and

3. For such other and further relief as the Court deems proper.

Dated: September 05, 2023

Respectfully submitted,

Law Office of Elizabeth C. Sears

Elizabeth C. Sears

Elizabeth C. Sears

EDWARD A. TREDER
State Bar No. 116307
BARRETT DAFFIN FRAPPIER
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File No. 9346578

Attorneys for Defendant
Barrett Daffin Frappier Treder & Weiss, LLP

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA, WAKEFIELD TAYLOR COURTHOUSE

NUMINUTITSKA PENATEKAWA TRIBAL TRUST; WANAG TAHATAN-BEY, ABSOLUTE TRUSTEE, Plaintiffs vs. NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER, BARRETT, DAFFIN, FRAPPIER, TREDER & WEISS LLP LAW FIRM, SERVICLINK TITLE COMPANY, FIDELITY NATIONAL FINANCIAL, INC, FIRST AMERICAN MORTGAGE SOLUTION, INC In Rem, WILLIAM H. WU In Personam et al, and DOES 1-10. Inclusive. Defendants.	Case No. N23-1265 ASSIGNED FOR ALL PURPOSES TO: HON. JOHN P. DEVINE, DEPT. 9 **NOTICE OF JOINDER AND JOINDER IN GENERAL AND SPECIAL DEMURRERS TO PLAINTIFF'S COMPLAINT BY DEFENDANT NATIONSTAR MORTGAGE LLC d/b/a MR. COOPER** Date: Time: Dept.: 9 Complaint filed: July 7, 2023 Trial Date: None

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on _____2023, at _____, or as soon thereafter as the matter may be heard in Courtroom 9 of the above-entitled court, located at 725 Court Street, Martinez, California 94553, Defendant Barrett Daffin Frappier Treder & Weiss, LLP ("BDF Firm") will and does hereby join in the General and Special Demurrers to Plaintiff's Complaint filed by Defendant Nationstar Mortgage LLC d/b/a Mr. Cooper ("MRC").

This joinder is and will be made under Code Civ. Proc. § 430.10 on the grounds that plaintiff's Complaint and each cause of action therein are uncertain and fail to state facts

sufficient to constitute a cause of action against the BDF Firm, and the arguments made by MRC in its pleadings apply equally with respect to the BDF Firm.

This joinder will be based upon this notice, the attached memorandum of points and authorities, and the general and special demurrers filed by MRC and all supporting documents, the pleadings, and documents on file herein, the arguments presented at the hearing, and such other matters as the Court may consider or judicially notice.

BARRETT DAFFIN FRAPPIER TREDER & WEISS LLP

Dated: September 6, 2023 By: 

EDWARD A. TREDER, Attorneys for Defendant Barrett Daffin Frappier Treder & Weiss, LLC

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION:

This lawsuit is the latest of multiple state and federal legal actions that plaintiff has filed to avoid a foreclosure sale of his home in Antioch, California, including the following:

#	Case No.	Filed	Disposition
1	USDC ND Cal. #19-cv-01054-WHO	02/26/19	Dism. 05/17/19
2	Contra Costa #CIVMSC19-00559	03/22/19	Removed 07/26/19
3	USDC ND Cal. #19-cv-04300-WHO	07/26/19	Dism. 09/01/20
4	USBC ND Cal. #19-bk-41825-CN-7	08/12/19	Discharged 04/06/20
5	USBC ND Cal. #19-ap-04045-CN	09/04/19	Dism. 12/23/20
6	USDC ND Cal. #21-cv-06862-SBA	09/03/21	Dism. 06/08/22
7	9th Cir. Appeal #22-15926	06/22/22	Affirmed 10/27/22
8	Contra Costa #PSC21-0304	11/05/21	Defense judgment 08/19/22
9	USDC ND Cal. #22-mc-80008-WHO	01/07/22	Dism. 04/15/22
10	USDC ND Cal. #22-cv-03124-LB	05/27/22	Dism. 08/25/22
11	9th Cir. Appeal #22-16476	09/16/22	Affirmed 08/04/23
12	Contra Costa #CIVMSC22-01738	08/24/22	Removed 03/08/23
13	USDC ND Cal. #22-cv-07155-JSC	11/15/22	Dism. 03/02/23
14	USDC ND Cal. #23-cv-01043-WHO	03/08/23	Dism. 05/08/23

In each case, plaintiff's claims were dismissed and defense judgments were entered. In his federal appeals, the lower court's rulings were affirmed. One federal judge declared him a vexatious litigant and imposed a pre-filing order on any new federal lawsuits.

Here, plaintiff's pleading is nearly indecipherable. He seems to claim a $750,000.00 "commercial lien" against the foreclosed property for labor and/or materials that he furnished but simultaneously asserts that the purported lien arises from infringement of a tribal land patent under which he allegedly derives allodial or absolute title. Apparently, he seeks to enforce the purported lien and thereby regain the title that he lost in foreclosure.

As explained below, the BDF Firm handled the foreclosure as substitute trustee under a first trust deed loan for MRC. After giving legally required notices, the BDF Firm sold the real property at public auction, and conveyed title to MRC by Trustee's Deed Upon Sale recorded on October 21, 2021. Thereafter, MRC conveyed title to William H. Wu by Grant Deed recorded on May 9, 2023. Having fulfilled its limited duties as foreclosure trustee, the BDF Firm retains no further right, title or interest in the foreclosed property. On this record, plaintiff has not alleged any viable claims, so the Court should sustain the demurrers.

/ / /

II. SUMMARY OF FACTS

The BDF Firm adopts the Factual and Procedural Background set forth in MRC's memorandum of points and authorities in support of its general and special demurrers to plaintiff's Complaint as supplemented below.

In addition to the lawsuits described by MRC, plaintiff has sued the BDF Firm several times for its limited role in handling the nonjudicial foreclosure, including a small claims action (Contra Costa #PSPSC21-0304), a federal lawsuit (USDC ND Cal. #21-cv-06862-SBA), a federal appeal after dismissal of the federal lawsuit (9th Cir. #22-15926), and the current civil case (Contra Costa #N23-1265). In each instance, the BDF Firm has prevailed. There is nothing new in the current lawsuit that has not already been litigated or could have been litigated in the prior cases. Moreover, plaintiff's current pleading apparently seeks to enforce a purported lien against the foreclosed property as a ploy to regain title, but the BDF Firm does not retain any right, title, estate, lien or other interest therein after completing the foreclosure.

III. DISCUSSION

A. There are common legal issues that warrant this joinder.

When issues common to multiple defendants are raised and argued in one defendant's motion, the court should decide the common issues in favor of all of the affected defendants without requiring that each of them file separate motions to re-raise and to re-argue those same legal issues. *Dearth v. Great Republic Life Insurance Company* (1992) 9 Cal.App.4th 1256, 1282. Doing so promotes judicial economy and conserves judicial resources.

B. Plaintiff's complaint is uncertain.

As MRC argues, a demurrer for uncertainty should be granted "if the pleading is so incomprehensible that a defendant cannot reasonably respond." *Morris v. JPMorgan Chase Bank, N.A.* (2022) 78 Cal.App.5th 279, 292. Here, plaintiff fails to adhere to the basic pleading requirements specified in CRC rule 2.112, forcing the BDF Firm to speculate about the nature of the claims alleged and the parties against whom he seeks relief. At a minimum, the BDF Firm cannot reasonably prepare a response without understanding the claims alleged.

/ / /

C. Plaintiff's complaint does not state any viable cause of action.

Even with a proper complaint, it is doubtful that plaintiff can state any viable cause of action against the BDF Firm, which has completed foreclosure under the first trust deed loan and retains no right, title, estate, lien or other interest in the foreclosed property.

As MRC correctly argues, there are myriad other defenses that bar plaintiff's claims. It also deserves emphasis that several of plaintiff's prior cases arising from the foreclosure were dismissed, with prejudice, barring relitigation of claims that were actually litigated or that could have been litigated as a matter of law. This newest pleading appears to be nothing more than a cynical ploy to recover title to real property that plaintiff lost through foreclosure despite multiple prior lawsuits rejecting other challenges to the foreclosure sale.

D. The law firm's actions were privileged.

The recording, mailing, posting and publication of legally required notices in a nonjudicial foreclosure and the execution of a substitute trustee's statutory duties are legally privileged. Civ. Code § 2924(d) (referencing Civ. Code § 47). *Schep v. Capital One, N.A.*, 12 Cal.App.5th 1331, 1336 (2017). For this reason, a law firm acting as substitute trustee incurs no civil liability for performing its statutory duties in the absence of specific facts that support a finding or inference of malice. *Kachlon v. Markowitz* (2008) 168 Cal.App.4th 316, 336. There are simply no such facts alleged in the current pleading that support any cause of action.

IV. CONCLUSIONS

Plaintiff's complaint is hopelessly uncertain, does not state any viable claims, and is barred by state and federal court rulings in prior cases arising from the foreclosure. This court should grant this joinder, sustain the general and special demurrers, and dismiss this action, and enter judgment for all defendants.

BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP

Dated: September 6, 2023 By: 

EDWARD A. TREDER, Attorneys for Defendant Barrett Daffin Frappier Treder & Weiss, LLC

CERTIFICATE OF SERVICE
(C.C.P. §§ 1010.6(e), 1013a, 2015.5, FRCP 5(d))

I, Elizabeth Carter, declare as follows:

I am employed in San Bernardino County at 3990 E. Concours Street, Suite 350, Ontario, California 91764. I am over the age of eighteen years and am not a party to this action.

On September 6, 2023, I served the attached document on the interested parties in this action, addressed as shown on the ATTACHED SERVICE LIST.

☐ BY MESSENGER, SAME DAY DELIVERY – By placing the document into an envelope addressed to each person shown on the service list and delivering the sealed envelope to a professional messenger service for personal, same day delivery.

☒ BY FIRST CLASS MAIL, POSTAGE PREPAID – By placing copies of the document into envelopes and depositing the sealed envelopes, with postage thereon fully prepaid, addressed to each person shown on the attached service list, for collection and mailing following ordinary business practices. I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice, it would be deposited with the United States Postal Service on that same day in the ordinary course of business.

☐ BY FEDERAL EXPRESS – By placing the document into an envelope and depositing the sealed envelope, with overnight delivery fees paid, addressed to each person shown on the service list, in a facility regularly maintained by Federal Express or delivering the same to a driver authorized by Federal Express to receive documents.

☐ BY FACSIMILE – By sending the document via facsimile from (972) 661-7709 to each person and facsimile number shown on the service list. The transmission was reported as complete and without error. A copy of the activity report(s) generated by the facsimile machine is attached hereto.

☒ BY ELECTRONIC SERVICE PER CCP §§ 1010.6(b)(2), (c); 1013b; CRC 2.251 – By sending the document via email from elizabec@bdfgroup.com to each person at the email address(es) shown on the attached service list

☒ STATE – I declare under penalty of perjury under the laws of the State of California that the foregoing facts are true and correct.

☐ FEDERAL – I declare under penalty of perjury under the laws of the United States of America that the foregoing facts are true and correct and that I am employed in the Office of a member of the Bar at whose direction the service was made.

Executed on September 6, 2023, at Ontario, California.



ELIZABETH CARTER

SERVICE LIST

Numinutitska Penatekawa Tribal Trust, Wanag Tahatan Bey v. Nationstar Mortgage LLC
Contra Costa County Superior Court Case No. N23-1265

Wanag Tahatan-Bey d/b/a Kevin Paul Woodruff Absolute Trustees for Numinutitska Penatekawa Tribal Trust c/o 2730 W. Tregallas Rd. Unit #3972 Antioch, CA 94509 Phone: (925) 477-9454 Email: wanagtahatan65@yahoo.com	Plaintiff in pro per (Via First Class Mail)
Jared D. Bissell, Esq. (SBN 272687) TROUTMAN PEPPER HAMILTON SANDERS, LLP 11682 El Camino Real, Suite 400 San Diego, CA 92130-2092 Phone: (858) 509-6000 Email: jared.bissell@troutman.com	Attorneys for Defendant Nationstar Mortgage LLC d/b/a Mr. Cooper (Via Email)
Scott D. Long, Esq. (SBN 203505) FIDELITY NATIONAL LAW GROUP The Law Division of Fidelity National Title Group, Inc. 1550 Parkside Drive, Suite 300 Walnut Creek, CA 94596 Phone: (925) 280-3362 Email: scott.long@fnf.com	Attorneys for Defendants ServiceLink and Fidelity National Title Company (Via Email)

Wanag Tahatan-Bey d/b/a Kevin Paul Woodruff © TXu 2-347-364
Absolute Trustees for Numinutitska Penatekawa Tribal Trust
In care of: 2730 W. Tregallas Rd. Unit# 3972
Antioch, Indian Province near Calif. [p/z 94509]
(925) 477-9454
wanagtahatan65@yahoo.com

FILED
2023 SEP -7 A 8:20
KATE BIEKER
CLERK OF THE SUPERIOR COURT
COUNTY OF CONTRA COSTA, CA
BY: C. JACALA, DEPUTY CLERK

IN THE SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA
MARTINEZ DIVISION

Numinutitska Penatekawa Tribal Trust; Wanag Tahatan-Bey Absolute Trustee Plaintiff/Lien Claimant v. NATIONSTAR MORTGAGE LLC,d/b/a MR. COOPER, BARRETT, DAFFIN, FRAPPIER, TREDER, & WEISS, LLP LAW FURM, SERVICLINK TITLE COMPANY, FIDELITY NATIONAL FINANCIAL, INC; ~~FIRST AMERICAN MORTGAGE SOLUTION, INC In Rem~~, WILLIAM H. WU In Personam et al; and DOES 1-10, Inclusive, Defendant(s)/Lien Debtors	**Case No. N23-1265** First **PLAINTIFFS' AMENDED COMPLAINT AND OTHER EQUITABLE RELIEF** **DATE: 11/07/2023** **TIME: 8:30AM** **DEPT: 09**

PLAINTIFFFS' AMENDED COMPLAINT AND OTHER EQUITABLE RELIEF

TO THE HONORABLE JUDGE OF SAID COURT AND ATTORNEYS OF RECORD

(1). Plaintiff Numinutitska Penatekawa Tribal Trust (The Trust); Wanag Tahatan-Bey Trustee (AT), informed and believes and thereon issue-forth facts and definitive statement that Defendants collectively and jointly manipulated and orchestrated revenue tax scheme, acting as IRS Tax Agents and using deceptive business practices to deceive John Q public, taking real property Procedure Section 472, which cause of action stated claim upon relief sought is outline within the amended complaint ***"More Definitive Statement"***.

JURISDICTION AND VENUE

(2). This Court has jurisdiction over this action pursuant to section 410.10 of the Code of Civil Procedure Plaintiff brings this action recover default lien and other relief available at law or in equity on the Tribal Trust behalf and parties as injury occur within including acts and omissions complained this action took place in the State of California. Plaintiff asserts no claims under federal law at this time, but reserve the right to invoke federal law as needed.

(3). Venue is proper in this Court pursuant to sections 395 and 395.5 of Code of Civil Procedure because the Infringement of Tribal Land Patent and Copyright TXu 2-347-364 occurred in the County of Contra Costa because Defendants In rem and Does 1 to 10 inclusively Tax loop hold transaction during the ordinary course of business, defendants maintain facilities subsidiaries and employ Law Firm as Debt Collector operating business within State of California, and most of all event giving rise to this action breaches Treaty, State Laws, Revenue Taxes; and IRS codes, Bailee Duty Violation, Embargo Act.

PARTIES

(4). Plaintiff Numinutitska Penatekawa Tribal Trust, Wanag Tahatan-Bey Absolute Trustee Blackfoot Autochthon America Heir Relator Indigenous Indian Office Found "Hereinafter Lien Claimant" (LC).

(5). All time relevant to this action, Defendant NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER, In rem are Texas-Based mortgage servicing company, task with the obligation in servicing (Loan Package) for alleges Lenders acquired by former Washington Mutual Bank, which was seized by the Office of Thrift Supervision a Bank-holding company;

(6). All time relevant t this action, Defendant BARRETT, DAFFIN, FRAPPIER, TRREDER, & WEISS LLP In rem are LAW FIRM DEBT COLLECTORS, posing as Revenue & Tax Agents.

(7). All time relevant to this action, Defendant SERVICELINK TITLE COMPANY/ CONVENTUS LLC, In rem are Title Search Company their primary course of business are search real estate record, county record, court record, hire by sellers/lenders to clear title for real property in question for potential buyer to take possession pave the way for a GRANT DEED.

ORIGINAL STATEMENT OF THE FACTS

(8). Claims for reimbursement, remuneration and damages for loss sustained in a tax matter and partnership constructive Liquidation, Electronic Manipulation, taxpayer identity theft, insiders security transaction; concealment, capitalizing matching balances, structure financing, pay-off demand, direct financial injury.

(9). The original Complaint, filed on July 07, 2023, all time relevant alleges Nationstar Mortgage LLC, d/b/a MR. COOPER In rem, and BARRETT, DAFFIN, FRAPPER, TREDER, & WEISS In Rem breach a Tribal land Patent, Copyright TXu 2-347-364 Infringement; Allodial Title Infringement, and to recover delinquent lien, ***Doctrine of Estoppel by Silence*** via "Updated Federal Land Patent" held in an Irrevocable Tribal Trust.

(10). At all times relevant to this action, Defendant SERVICLINK TITLE COMPLAINT, FIDELITY NATIONAL FINANCIAL CONVENTUS LLC In Rem, participated in a tax joint-ventures scheme with NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER constructively executed unfair and unclean hands business practices to arbitrarily clear title on encumbrance real property to deceive John Q Public at large William H. WU In Personam, into purchase real property in question 2013 Mount Hamilton Drive, Antioch, Ca 94531.

(11). At all times relevant to this action, Defendant Wiliam H. WU after notice of Tribal Land Patent & Copyright Infringement continue to pursue purchasing of real property with encumbrance.

DEFINITIVE STATEMENT SUPPORTING AMENDED COMPLAINT

(12). At all times relevant to this action, Defendant, **NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER as** Administrators on behalf of the capitalization obligors Washington Mutual Bank, seized by The Office of Thrift Supervision in 2008, and filed bankruptcy, in which Chase Bank acquired all failed Thrift assets. NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER converted property (Loan Package) into the holding of an indenture transferred irrevocably into trust to a third-party BARRETT, DAFFIN, FRAPPER, TREDER, & WEISS as trustee, free of all lines and encumbrances.

(13). This in effect cancelled the borrower's debt as a like kind exchange as a ratable share of a certain registration of real property as paid in capital. The value of the share purchased by MR. COOPER is shown on taxpayer form 1099-A as market value of the securities acquired "Acquisition."

(14). The value of the shares sold by MR. COOPER at that time is the margin or profit equal to the note amount. The difference between the note amount and the outstanding balance and Market value and outstanding balance is evidence on taxpayer form 1099-A. The note is servicing as a profit margin by way of a tax loophole called cancellation of debt by involuntary conversion into ordinary income.

(15). The reverse purchase and sale and conversion of real property into corpus allows the scheme to use the taxpayer to purchase back securities at the highest value as a sale at the amount calculated as the difference in two value shown on the 1099 taxpayer form. MR. COOPER is a concealed paying agent for the issuer as shown on taxpayer form 1099 for MR. COOPER acquisition of the trust pass through certificate sold by BARRETT, DAFFIN, FRAPPER, TREDER, & WEISS LAW FIRM as a nominee "DEBT COLLECTORS" and repurchased in an exchange of real property paid to the securities sellers.

SECURITIES OFFERED IN A REVERSE PURCHASE AND SALE

Administrators: Mr. Cooper on behalf of the capitalization
Obligors: Washington Mutual, Chase Bank

Line-Item.	Amounts.	$ per Share
Shares Purchased.	526,153.00.	115.75
Shares Sold.	76,888.00.	16.91
Gross Profit	454,567.00.	100.00
Cost of Sale	5,302.00.	1.17
Net Profit	449,265.00.	98.83

(16). The question of tax loop hold form 1099-A of debt assessing a punitive tax on the household in satisfaction of the households reversionary interest. BARRETT, DAFFIN, FRAPPIER, TREDER, & WEISS LAW FIRM laying claims to allege abandoned assets "As State Revenue Tax agents, refer to R&T code 11926 "TRUSTEE'S DEED UPON SALE" held in trust secured by third party recourse debt take possession upon the extinguishment of the instrument, earlier transfer of title in trust to a trustee and abandonment of its worthless conversion into trust shares at term over a four years later.

(17). All time relevant to this action, Defendants NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER & BARRETT, DAFFIN, FRAPPIER, TREDER & WEISS LLP LAW FIRM did a constructive bailment liquidation; by way of Revenue and Taxation code-RTC Section 11926; and the issuance of a taxpayer 1099-A to obtain IRS tax credit on acquisition (Loan Package); using SERVICELINK TITLE COMPANY, to convert an encumbrance real property to clear title on Tribal Trust Allodial land.

MEMORANDUM OF POINT AND AUTHORIZED

(18). In this action, which the claim to be tried are a claim of 100% Land ownership-title HELD in an irrevocable tribal trust-deed update of Federal Land Patent, such land HELD by ALLODIAL TENURE Allodial land is owned absolutely WITHOUT recognizing any dominant lord or Government to whom any duty is due on account of the LAND. Wineman v. Gartrell, 53 FED 697 2 U.S. App 581 1892.

(19). Is there a right for the absolute trustee and PATENT HOLDER to redress any breach of the trust and HOLD and RETAIN the LAND until the Trustee or PATENT HOLDER give authorization when distribution is to be made, FREE FROM THE States Infringement or Intentional interference by moving trespassers, HOLDER and designated heirs of the claimant, FOREVER. Includes protections afforded by: U.S. Constitution ARTICLE ONE, section TEN.

(20). The ruthless subversion of Defendants action to undermine exclusive afforded authority granted to the Federal Land Patent Claimant and Tribal Trustee must be restored immediately. The Deed of Trust attorney selling Allodial Patent Tribal Land held in trust, are NOT the ABSOLUTE OWNER, TRUSTEE and BENEFICIARIES on such LAND, Patent holder, Title HELD in Tribal Trust CANNOT BE EJECTED OFF THE LAND OR BE LEGALLY ARRESTED for TRESPASSING on such LAND by anyone with a junior patent or title, color of title "grant deed" warranty deed or any type of document transfer of forced transfer shall be proof of FRAUD, thus, cannot TAKE POSSESSION of Tribal Trust and Federal Land patent LAND.

(21). A Federal land patent- a grant of LAND is a public law standing on the **STATUTE BOOKS** of the State, is notice to every subsequent purchaser under **ANY CONFLICTING SALE MADE AFTERWARD**. AWARRANTY DEED, GRANT DEED, DEED OF TRUST, TRUSTEE DEED UPON SALE, **CANNOT STAND AGAINST A LAND PATENT,** as HELD by Wineman v. Gartrell, 53 FED 697 2 U.S. App 581 (1892)

(22). Additionally, this break and slander of Tribal Land Patent by defendants all time relevant to this action, confirms tampering of and to overthrow Title in trust certified by Federal Land Patent Grantee/Assignee updated assign.

(23). The grantee/assignee is mandated, pursuant to Article VI Sections 1,2,3, Article IV Section 1 Clause 1 and 2, Section 1 Clause 8 and 2; Section 4; the 4th, 7th, 9th, and 10th Amendments and numerous legislated positive laws, to update the Land patent by acknowledgment, taking delivery, acceptance, taking possession, occupying, and bringing forward the land patent into the grantee/assignee's name. This is the only lawful method that a Perfect Title can be held in one's name. For an explanation see Wilcox v. Jackson 13 PET. U.S. 498, 101, 264.

(24). The party holding the land patent is entitled to possession and that the Plaintiff in this instant matter. Defendants cannot prove title and Plaintiff did not sign away any rights to the land patent. Wilcox v. Jackson, supra,

(25). However, Article 1 section 10 No State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make anything but gold and silver Coin a Tender in Payment of Debts or Law impairing the obligation of Contracts or grant any title of Nobility.

(26). All time relevant to this action Defendant NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER & BARRETT, DAFFIN, FRAPPIER, TREDER, & WEISS LLP In rem orchestrated a tax loophole scheme, to a tax matter partnership who is credited the cancellation of debt and charged back rent all payable and settled at time of reversion under title 26 Section 751 clever switch of debt into constructive bailment liquidation Section108 and 61 for COD income the reversionary interest held by borrower is abandoned and used by attorney to acquire back title transferred into trust to a third-party creditor as trustee.

(27). All time relevant to this action Defendants has breach Bailees Duty by unlawfully converting Tribal Trust Bailment "Real Property Land" held in trust by Numinutitska Penatekawa Tribal Trust by way of De Bonis Asportatis egregiously using Disparagement of Title. Disparagement may be either direct Baker v. Kale (1947) 83 Cal.App.2d 89 or indirect Cavin Mem. Corp. v. Requa (1970) 5 Cal.App.3d 345. ***If the publication is reasonably understood to cast doubt upon the existence or extent of another's interest in land, it is disparaging to the latter's title. See Exhibit(1) Legal Publication, Declaration of Assignees Updating Land Patent Certified Patent No. 5708.***

(28). The gravamen of an action for 'disparagement of title," also known as 'slander of title,' under color of title which is a mere image, differs from that of an action for personal defamation. Disparagement of title occurs when a person (like demurring defendant) weaponizing color of title as such, disparages title to Patent Land and causes pecuniary loss. The elements of the tort are (1). Publication, (2). Absence of justification, (3). Color of title, (4). Direct pecuniary loss. "What makes demurring defendant conduct actionable is not whether a defendants succeeds in casting a color of legal cloud on plaintiff's Allodial Land Patent.

(29). Plaintiff present these question to demurring defendants: **(1).** If one is entitled to update a land patent, is there a time of day, time of year, season, weather event, or anything that would bar the update? **(2).** Did the land patent lose its lawful authority? If so when **(3).** Do court procedures, rules, and codes carry superiority to treaty law and Constitutionally secured rights and negate the force and effect of a patent? **(4).** Does color of title sheriff deed carry superiority to a land patent?

(30). If a Land Patent maintains its lawful authority and the people can be sanctioned for updating a patent, ought not public servants and attorneys be sanction for attempting to eviscerate the patent, violating their oath?

Wherefore, Plaintiff request that this honorable Court overrule demurring defendant, Demurrer, and give all demurring defendants, and other defendant to answer the FAC.

September 7, 2023

By Wang Tahata Bey
Wanag Tahatan-Bey Trustee

PROOF OF SERVICE

I am over the age of 18 years, and not a party to the within action my In Care of Address 201 13th Street Box 12367, Oakland, Ca 94612 on September 7, 2023 I served a copy of the following document:

**Plaintiffs' Amended Complaint (FAC) and Request for Judicial Notice Exhibits in support of Amended complaint.

On the parties in said action by placing a true copy thereof addressed as follows:

Scott D. Long (SBN 203505)
Fidelity National Law Group
1550 Parkside Drive, Suite 300
Walnut Creek, CA 94596
Ph: (925) 280-3362
Fax: (925) 930-9588

Troutman Pepper Hamilton Sanders LLP
Jared D. Bissell (SBN 272687)
11682 EL Camino Real, Suite 400
San Diego, CA 92130-2092
Ph: (858) 509-6000
Fax: (858) 509-6040

William H. WU
1169 Fairford Way
San Jose, Ca 95129

By: Keta Bellamy
Keta Bellamy

Wanag Tahatan-Bey d/b/a Kevin Paul Woodruff © TXu 2-347-364
Absolute Trustees for Numinutitska Penatekawa Tribal Trust
In care of: 2730 W. Tregallas Rd. Unit# 3972
Antioch, Indian Province near Calif. [p/z 94509]
(925) 477-9454
wanagtahatan65@yahoo.com

FILED
2023 SEP -7 A 8:21
KATE BIEKER
CLERK OF THE SUPERIOR COURT
COUNTY OF CONTRA COSTA, CA
BY: C JACKSON, DEPUTY CLERK

IN THE SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA
MARTINEZ DIVISION

Numinutitska Penatekawa Tribal Trust; Wanag Tahatan-Bey Absolute Trustee Plaintiff/Lien Claimant v. NATIONSTAR MORTGAGE LLC,d/b/a MR. COOPER, BARRETT, DAFFIN, FRAPPIER, TREDER, & WEISS, LLP LAW FURM, SERVICLINK TITLE COMPANY, FIDELITY NATIONAL FINANCIAL, INC, ~~FIRST AMERICAN MORTGAGE SOLUTION, INC In Rem~~, WILLIAM H. WU In Personam et al; WHB and DOES 1-10, Inclusive, Defendant(s)/Lien Debtors	**Case No. N23-1265** **PLAINTIFFS' REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF AMENDED COMPLAINT** **DATE: 11/07/2023** **TIME: 8:30AM** **DEPT: 09**

PLAINTIFFFS' REQUEST FOR JUDICIAL NOTICE IN SUPPORT AMENDED COMPLAINT

TO: THE HONORABLE JUDGE OF SAID COURT DEPT-9

Pursuant to Federal Rule of Evidence Rule 901, 902 self-authentication and California Evidence Code section 1522; 1530 Plaintiff Numinutitska Penatekawa Tribal Trust (The Trust); Wanag Tahatan-Bey Trustee (AT), requests that this Court take mandatory judicial notice of the following document in connection with Plaintiffs amended complaint as follows:

September 7, 2023

By: Wanag Tahatan Bey
Wanag Tahatan-Bey Absolute Trustee

Date: September 3, 2023

By: Wanag Tahatan Bey
Wanag Tahatan-Bey Absolute Trustee

PROOF OF SERVICE

I am over the age of 18 years, not a party to the within action my In Care of address 201 13th Street, Unit 12367, Oakland California 94612 On September 7, 2023 I served a copy of the following document:

*** PLAINTIFFS' REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF AMENDED COMPLAINT**

On the party(ies) in said action by placing a true copy thereof addressed as follows:

SCOTT D. LONG (SBN 203505)
Fidelity National Law Group
1550 Parkside Drive Suite 300
Walnut Creek, CA 94596
PH: (925) 280-3362
Fax: (925) 930-9588

TROUTMAN PEPPER
HAMILTON SANDERS LLP
JARED D. BISSELL (SBN 272687)
11682 EL CAMINO REAL, SUITE 400
SAN DIEGO, CA 92130-2092
PH: (858) 509-6000
FAX: (858) 509-6040

William H, WU
1169 Fairford Way
San Jose, CA 95129

By: Keta Bellamy
Keta Bellamy

EXHIBIT 1

Re: Numinutitska Penatekawa ...bal Trust

Proof of Publication

Declaration of Assignees' Update of Patent

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA, ss

SANDRA L. GODSEY of said County, does hereby certify:

That she is and was during all the times herein mentioned, a citizen of the United States, over the age of 21 years and neither a party to nor in any way interested in the matter or action herein set forth, and is and was competent to be a witness in said matter or action;

That she now and at all times herein mentioned was the principal clerk of the CONTRA COSTA NEWS REGISTER, publishers of THE CONTRA COSTA NEWS REGISTER, which is and was at all times herein mentioned a newspaper of general circulation printed and published semi-weekly in the County of Contra Costa, State of California, and as such principal clerk has now and at all of said times had charge of all legal notices and advertisements in said newspaper; that said CONTRA COSTA NEWS REGISTER is now and was at all times herein mentioned a newspaper of general circulation as that term is defined by Section 6000 of the Government Code, and as provided by said Section, is and at all of said times was published for the dissemination of local and telegraphic news and intelligence of a general character, having a bona fide subscription list of paying subscribers, and is not and at none of said times was devoted to the interests of published for the entertainment or instruction of a particular class, profession, trade, calling, race or denomination, or of any number of such classes, professions, trades, callings, races or denominations; that at all times said newspaper has been established, printed and published at regular intervals in said County and State, for more than one year preceding the date of the first publication of the notice herein mentioned, and was preceded with words printed in black face type not small than nonpareil, describing and expressing in general terms that purport and character of the notice intended to be given.

THAT THE Declaration of Assignees' Update of Patent

of which the annexed is a printed copy, was published in said newspaper and not in any supplement thereof on the following dates, to-wit:

Nov. 17, 24; Dec. 1, 8, 2017

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Martinez, CA

this 8th day of December 20 17

Signature

Legal Notice of Declaration of Assignees' Update of Patent

KNOW ALL MEN BY THIS LEGAL NOTICE

It is hereby established by order of law that NUMMUTITEKA PENATEKAWA TRIBAL TRUST by legal recorded in the County of Contra Costa, State of California, instrument No. 2017-0213019-00 filed on November 13, 2017 and the instrument No. 2017-0213020-00 with indexing said Indexing and Exhibits (A, B, C), hereinafter The Tribal Trust mentioned above are the assignees to a land patent that is hereby filed is know as Patent Number 5708 a copy can be found at the Contra Costa County Recorder Office.

LEGAL DESCRIPTION: APN #055-020-013
Lot 13, AS SHOWN ON THE MAP OF SUBDIVISION 7201, FILED JANUARY 11, 1991, IN MAP BOOK 354, PAGE 40, CONTRA COSTA COUNTY RECORDS

LAND PATENT DESCRIPTION
The Fractional North East Quarter of Section Six in Township One North Range Two East Mount Diablo Meridian in the District of lands subject to sale at San Francisco Cliff containing One Hundred and Fifty-Nine Acres and Twenty eight Hundredth of acres approved July 2, 1862.

The Tribal Trust hereby declare that the Tribal Trust assignment of said land patent is only that portion of the above referenced land grant which is described in the LEGAL DESCRIPTION.

Disclaimer:
Assignee's seize in deed, and lawful entry is inclusive of specifically that certain herein legally described portion of the original Land Grant Patent No. 5708 not the whole thereof, including hereditament, tenements, preemption rights appurtenant thereto. This Legal Notice of Assignees Updated Land Grant shall not be construed to deny or infringe upon any other's right to 'claim the remining portion thereof. Any challenges to the validity of the Declaration of Homestead and Legal Notice are subject to limitation referenced herein. Additionally, a common convey of four (4) weeks prior to Publication is stipulated for any challenges hereto; otherwise, laches/estoppel shall forever bar the same against allodial freehold real estate property; assessment lien, tax lien, assessor taxes.

Pub: Nov. 17, 24; Dec. 1, 8, 2017

RECORDING REQUESTED BY:
Numinutitska Penatekawa Tribal Trust
2013 Mount Hamilton Drive, Antioch, Ca 94531

MAIL TAX STATEMENTS AND
WHEN RECORDED MAIL TO:

Wanag Tahatan Trustee
c/o 3494 Camino Tassajara, SUITE 230
Danville, near California [94506]

CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk-Recorder
DOC- 2017-0213020-00
Monday, NOV 13, 2017 12:44:28
GER $7.50 MOD $5.00 REC $15.00
FTC $4.00 DAF $2.70 REF $0.30
RED $1.00 ERD $1.00
TU Pd $36.50 Nbr-0003075687
HLB / RU / 1-5

APN: 055-020-013

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

DECLARATION OF HOMESTEAD

The Numinutitska Penatekawa Tribal Trust hereby certify and declare:
The Trust hereby claim as the declared Homestead the premises described as follow:

See Attached; Exhibit (A) LEGAL DESCRIPTION, Assignee's Declaration, Land Grant 2 pages,. Exhibit (B) with Attestation Tribal Trust Seals, Certify copy of Land Patent No. 5708 Exhibit (C)

The Tribal Trust declared Homestead owner of the above-declared Homestead
The Tribal Trust has the legal interest in the above-declared Homestead.
The above-declared Homestead is our principal dwelling is/are currently residing in that declared Homestead.

Dated: 11-13-17

GRANTOR: By: Wanag Tahatan
Wanag Tahatan Trustee
On the Behalf of Numinutitska Penatekawa Tribal Trust

A notary public or other officer completing this certificate Verifies only the identity of the individual who sign the Document to which this certificate is attached, and not The truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF Solano)

On November 13, 2017 before me, Ronda Boone, a Notary Public, personally appeared Wanag Tahatan, who proved to me on the basis of satisfactory evidence to be the man whose name are subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the man, or the entity upon behalf of which the man acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

seal

RONDA BOONE
COMM. # 2095437
NOTARY PUBLIC-CALIFORNIA
SOLANO COUNTY
My Comm. Exp. Jan. 10, 2019

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT (B)

EXHIBIT "A"
Legal Description

For APN: 055-020-013

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 13, AS SHOWN ON THE MAP OF SUBDIVISION 7201, FILED JANUARY 11, 1991, IN MAP BOOK 354, PAGE 40, CONTRA COSTA COUNTY RECORDS.

EXCEPTING THEREFROM

ALL OIL, GAS, CASINGHEAD GASOLINES AND OTHER HYDROCARBON AND MINERAL SUBSTANCES BELOW A POINT 500 FEET BELOW THE SURFACE OF SAID LAND TOGETHER WITH THE RIGHT TO TAKE, REMOVE, MINE, PASS, THROUGH AND DISPOSE OF ALL OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES, BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND AS RESERVED IN THE DEED FROM MARY M, HINES ET AL, RECOREDE OCTOBER 5, 1977, BOOK 8536, PAGE 172, OFFICIAL.

To here and to hold the above granted & Gift premises with the appurtenance thereto belonging unto Grantee his/her/their Tribal Members/heirs and assign forever.

And Grantors for him/herself themselves and his/her/their heirs and assigns, hereby covenant to Grantee his/her/their Tribal members/heirs and assigns, that at and until unsealing of these present, he/she/they is/are will seized of the above-legal description premises as a good indefeasible real property in fee simple, and has good faith right to bargain and sell the same in any manner aforesaid and that the same is free and clear from all encumbrance whatsoever, and grantee agree to continue to pay said mortgage encumbrance, and the up keeping of said premises forevermore.

EXHIBIT (A)

Declaration of Assignees' Update of Patent

Declaration of Assignees' Update of Patent

Patent Number 5708 (See Exhibit B)

KNOW ALL MEN BY THESE PRESENTS That Wanag Tahatan First Trustee for NUMINUTITSKA PENATEKAWA TRIBAL TRUST do severally certify and declare that the Tribal trust so-named herein are assignees to a land patent that is hereby filed and is known as Patent number 5708 a copy of which is attached hereto. The Tribal Trust further certify that the Tribal Trust are assignees to a portion of said grant or patent which is legally described herein and thus made a part thereof. The character of said property so sought to be patented and legally described and referenced under patent number listed above is:

No claim is made herein that the tribal trust has been assigned the entire tract of land as described in the original land grant. Our assignment is inclusive of only the legal description which is a part of this presentment. The filing of this declaration of land grant shall not infringe any right privilege or immunity of any other assignee/heirs to any portion of land covered in the above described land grant.

This declaration of land grant shall serve as public notice to all that the original land grant has been brought forward and updated in the Tribal trust name subject to the limitation specified herein. The notice and effect of the land patent is as follows. The grant of land is a public law standing on the statute books of the state and is notice to every subsequent purchaser under the conflicting sale made afterward: pursuant to the Homestead Act of May 20, 1862 Thirteenth Amendment (Article XIII) Bill of Right of 1791 Article 1-10, A patent alone passes title to the grantee

LOT 13, AS SHOWN ON THE MAP OF SUBDIVISION 7201 FILED JANUARY 11, 1991, IN BOOK 354, PAGE 40, CONTRA COSTA COUNTY RECORDS and further

The Fractional North East Quarter of section six in Township one North of Range two East Mount Diablo Meridian in the District of lands subject to sale as San Francisco California containing one hundred and fifty nine acres and twenty eight hundredth of an acres approved July 2, 1862.

I wanag tahatan (Trustee) for the Tribal Trust hereby declare that the Tribal Trust assignment of said land patent is only that portion of the above referenced land grant which is described above.

Disclaimer: Assignees' seize in deed, and lawful entry is inclusive of specifically that certain herein legally described portion of the original Land Grant or Patent No. 5708 See attached and not the whole thereof, including hereditament, tenement, preemption rights appurtenant thereto. The recording if this instrument shall not be construed to deny or infringe upon any other's right to claim the remaining portion thereof. Any challenges to the validity of this Declaration & Notice are subject to the limitations referenced herein. Additionally, a common courtesy of ninety (90) days is stipulated for any challenge hereto; otherwise, laches/estoppel shall forever bar the same against allodial freehold estate; assessment lien theory to the contrary included.

All Rights, Privileges, and Immunities retained, reserved and preserved, including all water Rights; for mining, agricultural; and ancestry ceremonies, manufacturing, other tribal purposes. A certified copy of the original -

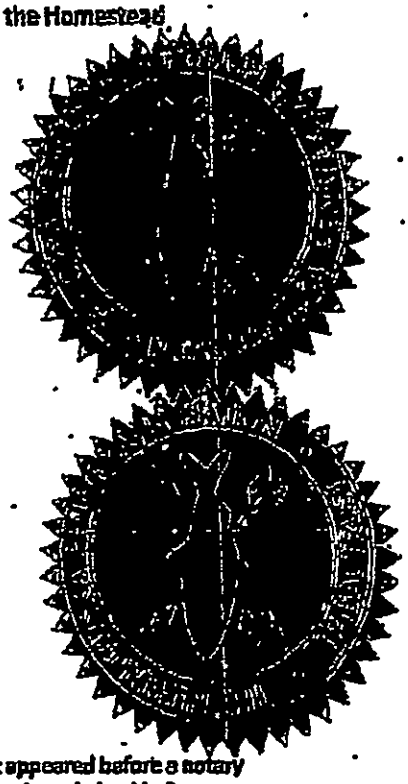
EXHIBIT (B)

Land Grant Patent No. 5708. See Exhibit B is attached to this Declaration of Homestead; and Assignee's Declaration of Land Grant See Exhibit A, which is, by this reference, made a part hereof as though fully set forth in the county of contra costa deed recorder office herein with the same effect as the Homestead Declaration herein.

WITNESS MY HAND:

By: Wanag Tahatan

Numinutitska Penatekawa Tribal Trust



Attestation:

Wanag Tahatan First Trustee for Numinutitska Penatekawa Tribal Trust, An Express Tribal Trust appeared before a notary public signature subscribed on Declaration of Assignees' Update of Patent No. 5708 which was acknowledged before me a notary public signed these documents as his free and voluntary act and deed, for the use and purposes herein mentioned and who solemnly affirmed the same.

A notary public or other officer completing this certificate verifies only the identity of the individual who sign the Document to which this certificate is attached, and not The truthfulness, accuracy, or validity of that document.

State of California
County of Solano

On November 13, 2017, before me Ronda Boone, a notary public personally appeared Wanag Tahatan who proved to me on the basis of satisfactory evidence to be the man whose name is subscribed to the within instrument and acknowledged to me that he executed th same in his authorized capacity, and that by his signature on the instrument the man, or the entity upon behalf of which the man acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true, correct.

WITNESS my hand and official seal

Signature

SEAL

RONDA BOONE
COMM. # 2096497
NOTARY PUBLIC-CALIFORNIA
SOLANO COUNTY
My Comm. Exp. JAN. 18, 2019

EXHIBIT (B)

274 Ed 269

The United States of America,

To all to whom these presents shall come, Greeting:

Whereas, In pursuance of the Act of Congress, approved July 2, 1862, entitled "An Act Donating Public Lands to the several States and Territories which may provide Colleges for the benefit of Agriculture and the Mechanic Arts" there has been deposited in the GENERAL LAND OFFICE Scrip No. 5708, for one quarter section of Land, in favor of the State of New York, duly assigned by the proper authority of the said State to Patrick E. Mulhare

and evidence that the same has been located upon the fractional North East quarter of Section six in Township one North of Range two East Mount Diablo Meridian, in the District of lands subject to sale at San Francisco California containing one hundred and fifty nine acres and twenty eight hundredths of an acre according to the Official Plat of the Survey of the said Land returned to the General Land Office by the Surveyor General:

Now Know Ye, That there is therefore granted by the UNITED STATES unto the said Patrick E Mulhare as assignee as aforesaid and to his heirs the tract of Land above described: To have and to hold the said tract of Land, with the appurtenances thereof, unto the said Patrick E. Mulhare as assignee aforesaid and to his heirs and assigns forever.

In Testimony Whereof, I, Ulysses S Grant, President of the United States of America, have caused these Letters to be made Patent, and the SEAL OF THE GENERAL LAND OFFICE to be hereunto affixed.

Given under my hand, at the City of Washington, the fifth day of January, in the year of our Lord one thousand eight hundred and seventy three, and of the Independence of the United States the ninety eighth.

By the President: U S Grant

By J Russell, Secy.

C H Bogardus, Recorder of the General Land Office.

Ui 0 6 2017

CERTIFIED TO BE A TRUE COPY
CERTIFYING OFFICER
PUBLIC INFORMATION SECTION
CALIFORNIA STATE OFFICE
BUREAU OF LAND MANAGEMENT

EXHIBIT (C)

Wanag Tahatan-Bey Trustee
Numinutitska Penatekawa Tribal trust
2013 Mt. Hamilton Drive
Antioch, near California [94531]

When recorded mail document to
c/o KEVIN PAUL WOODRUFF ESTATE
Wanag tahatan-Bey Executror
Two Zero One, Thirteen Street
Box 12367 General Post Office, Special Deposit
Oakland, near California W/O U.S. CORP [94604-9998]
Please Mail Tax Statement Here

CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk-Recorder
DOC- 2019-0100552-00
Monday, JUL 01, 2019 12:30:22

CER	$22.50	MOD	$20.00	REC	$20.00
FTC	$19.00	DAF	$2.70	REF	$0.30
PCO	$20.00	NCP	$80.00	RED	$1.00
ERD	$1.00	SB2	$0.00		

Tll Pd $176.50 Nbr-0003505157 AAA / R3 / 1-20

APN: 055-020-013 *The above space is for Recorder's Office use only.*

QUITCLAIM DEED

Know all men by these present that Wanag Tahatan-Bey Trustee for Numinutitska Penatekawa Tribal Trust primary owner of 2013 Mount Hamilton Drive, Antioch, California [94531] hereafter referred to as Grantor for the consideration of a Gift of all real property interest received for full satisfaction grant to Wanag Tahatan-Bey & Tanya Stutson-Bey Aboriginal Trust AA222141/545886559 & 417888701 hereafter referred to as Grantee having executed a Quitclaim Deed on November 13, 2017 and recorded in the Official Real Estate Record of the Contra Costa County State of California Instrument Number 2017-0213019-00 hereby Acknowledge Grantees as having full ownership of said real property APN# 055-020-013.

(owner Occupied)

GRANTOR: By: Wanag Tahatan-Bey
Numinutitska Penatekawa Tribal Trust
Authorized Signatory
Wanag Tahatan-Bey Trustee

Grantee: By Wanag tahatan-Bey
Wanag Tahatan-Bey
Authorized Signatory

Grantee: By Tanya R Stutson Bey
Tanya R. Stutson-Bey
Authorized Signatory

See Exhibit (A) Description of real estate, seven pages
See Exhibit (B) Affidavit of Beneficial Ownership, four pages
See Exhibit (C) Decree, one page
See Exhibit (D) What is Land, four pages
See Exhibit (E) Affidavit of Truth & Fact, two pages

A notary public or other officer completing this certificate Verifies only the identity of the individual who signed the Document to which this certificate is attached, and not The truthfulness, accuracy, or validity of that document

State of California

County of Contra Costa

On June. 24th, 2019 before me SYED RAHMAN, a notary public personally appeared Wanag Tahatan-Bey, Tanya Stutson-Bey who proved to me on the basis of satisfactory evidence to be the same man/woman whose name are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the man/woman, or the entity upon behalf of which the man/woman acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and Official Seal

My Commission Expires JAN, 6, 2023

SYED RAHMAN
Notary Public - California
Contra Costa County
Commission # 2270444
My Comm. Expires Jan 6, 2023

Signature of Notary Public

EXHIBIT 2

First American Title	CLTA Guarantee Form No. 28 - Condition of Title
Guarantee	ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-6989394**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

By:
Authorized Countersignature

This jacket was created electronically and constitutes an original document

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First American Title	CLTA Guarantee Form No. 28 - Condition of Title ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-6989394**
Schedule A	

File No.: 6989394

Guarantee No. 6989394 Amount of Liability: $2500.00

Date of Guarantee:May 12, 2023 at 7:30 A.M. Fee: $400.00

1. Name of Assured:

   Numinutitska Penatekawa Tribal Trust

2. The estate or interest in the Land which is covered by this Guarantee is:

   FEE

3. The Land referred to in this Guarantee is described as follows:

   Real property in the City of Antioch, County of Contra Costa, State of California, described as follows:

   LOT 13, AS SHOWN ON THE MAP OF SUBDIVISION 7201, FILED JANUARY 11, 1991, IN MAP BOOK 354, PAGE 40, CONTRA COSTA COUNTY RECORDS.

   EXCEPTING THEREFROM:

   ALL OIL, GAS, CASINGHEAD GASOLINES AND OTHER HYDROCARBON AND MINERAL SUBSTANCES BELOW A POINT 500 FEET BELOW THE SURFACE OF SAID LAND TOGETHER WITH THE RIGHT TO TAKE, REMOVE, MINE, PASS THROUGH AND DISPOSE OF ALL OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES, BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND, AS RESERVED IN THE DEED FROM MARY M. HINES, ET AL, RECORDED OCTOBER 5, 1977, BOOK 8536, PAGE 172, OFFICIAL.

   APN: 055-020-013

4. ASSURANCES:

   According to the Public Records as of the Date of Guarantee,

   a. Title to the estate or interest in the Land is vested in:

      WILLIAM H. WU, A SINGLE MAN

   b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

First American Title	CLTA Guarantee Form No. 28 - Condition of Title ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-6989394**
Schedule B	

File No.: 6989394

1. General and special taxes and assessments for the fiscal year 2023-2024, a lien not yet due or payable.

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

3. Any and all offers of dedications, conditions, restrictions, easements, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description including but not limited to: TREE PLANTING and incidental purposes affecting said land.

4. Covenants, conditions, restrictions and easements in the document recorded FEBRUARY 01, 1991 as INSTRUMENT NO. 1991-19194, BOOK 16381, PAGE 833 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

   Document re-recorded MARCH 01, 1991 as INSTRUMENT NO. 1991-35728, BOOK 16428, PAGE 22 of Official Records.

5. A financing statement recorded MAY 27, 2022 as INSTRUMENT NO. 2022-90608 OF OFFICIAL RECORDS.

   Debtor: KEVIN WOODRUFF SOCIAL SECURITY INDENTURE TRUSTEE, TANYA STUTSON SOCIAL SECURITY INDENTURE TRUSTEE

   Secured party: WANAG TAHATAN-BEY, NUMINUTITSKA PENATEKAWA TRIBAL TRUST

6. A financing statement recorded AUGUST 02, 2022 as INSTRUMENT NO. 2022-121017 OF OFFICIAL RECORDS.

   Debtor: MASON MCDUFFIE MORTGAGE CORPORATE, SECRETARY OF VETERANS AFFAIRS, AS UNITED STATES OFFICER

   Secured party: NUMINUTITSKA PENATEKAWA TRIBAL TRUST

7. A claim of lien recorded OCTOBER 28, 2022 as INSTRUMENT NO. 2022167677 of Official Records.
   Lien claimant: WANAG TAHATAN-BEY ABSOLUTE TRUSTEE, NUMINUTITSKA PENATEKAWA TRIBAL TRUST
   Amount: $750,000.00

8. Any statutory lien for labor or materials arising by reason of a work of improvement, as disclosed by a document recorded OCTOBER 28, 2022 as INSTRUMENT NO. 2022167677 of Official Records.

9. A deed of trust to secure an original indebtedness of $238,150.00 recorded MAY 09, 2023 as INSTRUMENT NO. 202343007 OF OFFICIAL RECORDS.
   Dated: MAY 4, 2023
   Trustor: WILLIAM H. WU, A SINGLE MAN
   Trustee: SERVICELINK TITLE COMPANY
   Beneficiary: CONVENTUS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (CFL LICENSE NO. 60DBO- 43745)

EXHIBIT 3

Recording Requested By
Wanag Tahatan-Bey Trustee
201 13th Street, Unit 12367
Oakland, Ca 94604

When recorded mail document to
c/o Wanag Tahatan-Bey Absolute Trustee
2013 Mount Hamilton Drive
Antioch, California 94531

* $ R 0 0 0 0 8 5 3 0 2 9 $ *
CONTRA COSTA Co Recorder Office
DEBORAH COOPER, Clerk-Recorder
DOC - 2022-0167677
Friday, Oct 28, 2022 14:41
SB2 Fee:$75.00
Total Paid: $141.00 Receipt#: 202200131007
0000 - Public 189 / WINDOW2 / 1-6

APN: 055-020-013 *The above space is for Recorder's Office use only.*

LIEN

The undersigned Numinutitska Penatekawa Tribal Trust, Wanag Tahatan-Bey Absolute Trustee, claimant, claims a Lien upon the following described real property 2013 Mount Hamilton Drive, Antioch, Ca 94531 Legal Description: LOT 13 Map of Subdivision 7201 In Map Book 354, Page 40. The sum of $750,000.00, together with interest thereon at the rate of 20% percent from October 20, 2022 is due claimant(after deducting all just credits and offsets) for the following Labor, services, furnished by claimant: Security Employee Company Provided Signature Subscription Surety Bond for Home Improvement/ Home Insurance, material to Fix Side/Back yard Fences, Landscaping Grass/Sod, New Toilet Seat, Garbage Disposal as request of, or under contract with Mason McDuffie Mortgage Corp. and Nationstar Mortgage LLC, d/b/a MR. COOPER.

The owner Secretary of Veterans Affairs or reputed owner Nationstar Mortgage LLC, d/b/a MR. COOPER of the property if known and their addresses is/are 3401 West End Avenue, STE 760W, Nashville, TN 37203; and 8950 Cypress Waters BLVD. Coppell, Texas 75019.

NOTICE OF LIEN ATTENTION
On Page Two

VERIFICATION

I, the undersigned, say: I am the claimant or agent of the foregoing Lien claimant; I have read said claim of Lien and know the contents thereof; the same is true of my own knowledge. I am authorized to execute this Claim of Lien. I declare under penalty of perjury that the foregoing is true and correct. See Three Page EXHIBIT (A).

Executed on October 28, 2022 at Antioch, California

By: Wanag Tahatan-Bey

By: Wanag Tahatan-Bey
Numinutitska Penatekawa Tribal Trust,
Wanag Tahatan-Bey Absolute Trustee

PROOF OF SERVICE AFFIDAVIT

I, Yolanda Lewis, declare that I served copies of the above CLAIM OF LIEN by First Class Certified Service, postage prepaid, addressed to each of the parties at the address shown below to: Secretary of Veterans Affairs 3401 West End Avenue, STE 760W, Nashville, TN 37203; and Nationstar Mortgage LLC, d/b/a MR. COOPER 8950 Cypress Waters BLVD. Coppell, Texas 75019 on October 28, 2022

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct

Signed at Pittsburg, California on October 28, 2022. By: Yolanda Lewis

NOTICE OF MECHANICS LIEN ATTENTION

Upon the recording of the enclosed LIEN with the County recorder's office of the county where the property is located, your property is subjection to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the lien is recorded.

The party identified in the lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is required step in filing a lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvement provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON LIENS GO TO THE CONTRACTORS STATE LICENSE BOARD WEB SITE .

By: Wanag Tahatan-Bey
Wanag Tahatan-Bey Absolute Trustee

A notary public or other officer completing this certificate Verifies only the identity of the individual who signed the Document to which this certificate is attached, and not The truthfulness, accuracy, or validity of that document.

States of California
County of Contra Costa

On October 28th 2022, before me, Pierce B Young a notary public personally appeared Wanag Tahatan-Bey who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and Official seal
My Commission Expired April 10th 2025

Signature of Notary Public

PIERCE B. YOUNG
Notary Public - California
Contra Costa County
Commission # 2354157
My Comm. Expires Apr 10, 2025

EXHIBIT 4

Re: 2013 Mount Hamilton Dr., Antioch, CA

Lien Holder: Numinutitska Penatekawa Tribal Trust
Lien Debtor: Nationstar LLC

Proof of Publication

Notice of Commercial Lien

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA, ss

SANDRA L. GODSEY of said County, does hereby certify:

That she is and was during all the times herein mentioned, a citizen of the United States, over the age of 21 years and neither a party to nor in any way interested in the matter or action herein set forth, and is and was competent to be a witness in said matter or action:

That she now and at all times herein mentioned was the principal clerk of the CONTRA COSTA NEWS REGISTER, publishers of THE CONTRA COSTA NEWS REGISTER, which is and was at all times herein mentioned a newspaper of general circulation printed and published semi-weekly in the County of Contra Costa, State of California, and as such principal clerk has now and at all of said times had charge of all legal notices and advertisements in said newspaper; that said CONTRA COSTA NEWS REGISTER is now and was at all times herein mentioned a newspaper of general circulation as that term is defined by Section 6000 of the Government Code, and as provided by said Section, is and at all of said times was published for the dissemination of local and telegraphic news and intelligence of a general character, having a bona fide subscription list of paying subscribers, and is not and at none of said times was devoted to the interests of published for the entertainment or instruction of a particular class, profession, trade, calling, race or denomination, or of any number of such classes, professions, trades, callings, races or denominations; that at all times said newspaper has been established, printed and published at regular intervals in said County and State, for more than one year preceding the date of the first publication of the notice herein mentioned, and was preceded with words printed in black face type not small then nonpareil, describing and expressing in general terms that purport and character of the notice intended to be given.

THAT THE

Notice of Commercial Lien

of which the annexed is a printed copy, was published in said newspaper and not in any supplement thereof on the following dates, to-wit:

Nov. 25; Dec. 2, 9, 16, 2022

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Martinez, CA

this 16th day of December 22

Signature

DECREE PRO CONFESSO DEFAULT/DEMAND FOR BALANCE DUE ON COMMERCIAL LIEN TRIBAL LAND PATENT INFRINGEMENT

TO: Nationstar Mortgage LLC, d/b/a MR. COOPER
850 Cypress Waters Blvd.
Coppell, Texas 75019

LAWFUL PUBLIC RECORD OF DECREE PRO CONFESSO DEFAULT
Concerns the Commercial Lien enter into Contra Costa County Recorder Office: DOC2022-0167677 and Superior Court of California, Pittsburg, CA Case No. C22-01738, relating to real property situs at 2013 Mount Hamilton Drive, Antioch, California "Indian Province"
LIEN HOLDER: Numinutitska Penatekawa Tribal Trust. "Real Property in Interest" own placed
DEFAULT/PRO CONFESSO JUDGEMENT for Balance Due $750,000 Tribal Land Patent Infringement.
LIEN DEBTOR: Nationstar Mortage LLC, d/b/a MR COPPER et al
(a). Your failure to respond, and/or your Silence has trigger Decree pro confesso judgement. Proper Notice was given via United States Postal Service CERTIFIED MAIL RECEIPT NUMBERS: 70212720000320375355, 70220410000173702842, 70212720000320375362, Including to IRS for Tax Fraud every parties concerns et al.
(b). On 21-NOV-2022 date the Commercial Lien became due, any provision of the Lien which Doctrine of laches attaches has attached to the Lien Debtor Silence pro confesso and the Commercial Lien has not been waived or reinstated in any manner by lien Holder.
(c). LIEN DEBTOR WERE PROVIDED A NOTICE OF COMMERCIAL LIEN DULY RECORDED AND FAILED TO SATISFIED BALANCE DUE BEFORE TIME-REQUIREMENT EXPIRED.
(d). DUE TO PRO CONFESSO, NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER HAVE NOW FORFEITED all right, title and interest of the property situs at 2013 Mount Hamilton Drive, Antioch, CA 94531 APN# 050-020-013, and are subject to the Lien Holder For the Balance Due, that your right be declared to be revert to the Lien Holder Perfected Lien, regarding: Tribal Land Patent Infringement and Federal Laws; And Treaties; International Indian Office Found Land encroachment.
(e). NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER ARE COMPEL TO ESTOPPEL, CEASE & DESIST EVERY UNLAWFUL DETAINER ACTION; AND REMOVE PROPERTY FROM MLS#122133725 LISTING UNTIL BALANCE DUE OF $750,000 HAS BEEN SATIFIED immediately.
This a Lawful Publication: For Lien Holder Balance Due $750,000 against Nationstar Mortgage LLC, d/b/a MR. COOPER et al, any challenges hereto are otherwise estoppel and are forever bar, from their Silence; Decree Pro Confesso. Nationstar Mortgage LLC, d/b/a MR. COOPER et al,
are ESTOPPEL from paying any other DEBT obligation until ILien Holder balance Due is satisfied first, these are terms of the Degree Pro Confesso.
This Commercial Len Debt can and will be reported to DUNS & Brad Street Credit System, Business Credit/System SEC, IRS, DOJ. For Delinquent Debt.
Pub: Nov. 25: Dec. 2, 9, 16, 2022

EXHIBIT 5

Certificate of Registration

This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

United States Register of Copyrights and Director

Registration Number
TXu 2-347-364
Effective Date of Registration:
November 28, 2022
Registration Decision Date:
December 13, 2022

Copyright Registration for a Group of Unpublished Works

Registration issued pursuant to 37 C.F.R. § 202.4(c)

Title

Title of Group: HOUSE OF YISRA'EL RESOLUTION No. 671716335450 and 3 Other Unpublished Works

Content Title: HOUSE OF YISRA'EL RESOLUTION No. 671716335450
HOUSE OF YISRA'EL LIVING TRUST
HOUSE OF YISRA'EL HOLY WRIT
HOUSE OF YISRA'EL ACCOUNT STATEMENT

Completion/Publication

Year of Completion: 2022

Author

- **Author:** Yolanda Yisra'el, dba Yolanda Lewis
  Author Created: Literary Works
- **Author:** Wilson Maurice Yisra'el, dba Wilson Maurice Davis
  Author Created: Literary Works
- **Author:** Wanag Tahatan Bey, dba Kevin Paul Woodruff
  Author Created: Literary Works

Copyright Claimant

Copyright Claimant: Yolanda Yisra'el, dba Yolanda Lewis
c/o BBYW Holdings LLC, 3810 Broadway, International Neutralized Tribal Land, Sacramento, California 95817

Copyright Claimant: Wilson Maurice Yisra'el, dba Wilson Maurice Davis
c/o BBYW Holdings LLC, 3810 Broadway, International Neutralized Tribal

Land, Sacramento, California 95817

Copyright Claimant: Wanag Tahatan Bey, dba Kevin Paul Woodruff
c/o BBYW Holdings LLC, 3810 Broadway, International Neutralized Tribal Land, Sacramento, California 95817

Rights and Permissions

Organization Name: BBYW Holdings LLC
Address: 3810 Broadway
Sacramento, CA 95817 United States

Certification

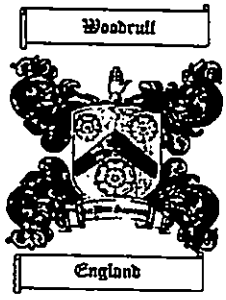
Name: Lewis, Yolanda, Author
Date: November 24, 2022

Correspondence: Yes
Copyright Office notes: Regarding group registration: A group of unpublished works may be registered in the same administrative class under 202.4(c) if the following requirements have been met: 1) All the works must be unpublished; 2) the group may include up to ten works; 3) a title must be provided for each work; 4) all the works must be created by the same author or the same joint authors; 5) the authorship claimed in each work must be the same; and 6) the author and claimant for each work must be the same person or organization.

THE EXPRESS INTER VIVOS LIVING TRUST

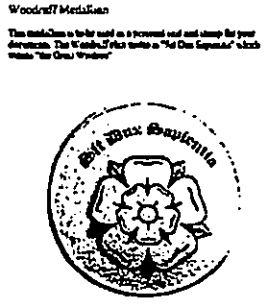
Kevin-Paul: of the Tribe of Woodruff Inter Vivos

Woodruff Crest Codicil Seal





Woodruff Medallion Seal



EXPRESS DECLARATION OUT OF INTER VIVOS LIVING TRUST,

NOTICE OF CLAIM OF ANCESTRAL ESTATES AND

NOTICE OF INTENT TO FORM PRIVATE BUSINESS TRUST AND

APPOINTMENT OF TRUSTEES FOR THE

SETTLEMENT OF ALL CLAIMS AND LIABILITIES,

FOR FULFILLMENT OF CONDITION PRECEDENT FOR

RETURN OF REVERSIONARY INTERESTS BY

CLAIM OF ALL BENEFICIAL AND EQUITABLE INTERESTS THEREIN

(Hague Convention of October 26, 1973)

This

Kevin-Paul : Woodruff, Commercial Vessel on the Sea of Commerce and
KEVIN PAUL WOODRUFF
(UNITED STATES FRANCHISE), DECEDENT ESTATE

-and-

THE INTER VIVOS LIVING TRUST of

Kevin-Paul :of the Tribe of Woodruff, Express Inter Vivos Living trust
Claim of Ancestral Estates and Living Genetic Code

STATE OF TEXAS
COUNTY OF FALLS
I, LINDA WATKINS, COUNTY CLERK IN AND FOR THE COUNTY AND STATE ABOVE NAMED DO HEREBY CERTIFY THAT THE W[illegible] INSTRUMENT IS A TRUE AND CORRECT COPY OF LIEU INSTRUMENT NO. ON FILE IN MY OFFICE. DAY OF Oct 20 20
BY [signature] DEPUTY
LINDA WATKINS

RB 355 385 935 US Copy Right 2020

By Kevin-Paul Woodruff

PROPERTY LIST OF THE INTER VIVOS LIVING TRUST:

All property is hereby located; listed and registered within Internal Revenue Service, Centralized Authorization File (CAF) number 0313-81578R, and Contra Costa County Recorder Office DOC 2019-0112279-00.

(1). 2013 Mount Hamilton Drive Antioch, California 94531 APN# 055-020-013 CUSIP # 38380GZV9 VALUE AMOUNT $454,567.00, BUT NOT LIMITED TO;

(2). 3547 Shadow Creek Drive, 94506 Danville, California APN # 220-381-019-3 Land Patent Update of Patent Assignee Proof of Publication number 54386 and PA 3 1500 Homestead value Amount $1,245,500.00 pay to Christiana Trust, A Division of Wilmington Saving Fund Society, FSB Certified Registered Fund. Stolen Certified Fund in the amount of -$1,245,500.00.

(3). A0064 SALINAS PEDRO .75 ACRES ACCOUNT # 000013846001 Falls County, Texas

(4). VIN # KNDCC3LC0H5071547 KIA 2017

(5). VIN # JTDKTUD36CD529798 TOYT 2012

(6). 3N1CB51D31L443515 NISS 2001

(7). UCC Financing Statement No. 07-7139649339 Collateral Value -$458,440,000.00 Registered Bond No. 477 780 065 lodge at Dept. of the Treasury, but not limited to.

Secured Funding and Offset Bond, Special Drawing Right Balance -$300,458,894,567.00 Lawful United States Currency Note at Par Value, Money of Account.

(8). Stolen Securities: Purchase-Money Collateral in the amount of -$50,000,000.00 Fifty Million United States Currency Note at Par Value issue to TANI GIRTON d/b/a Chief Financial Officer (CFO) for BANK OF MARIN ITN # X20200527560260 a legitimate Trade Number; with Power Of Attorney Appointment and Letter of Credit, Securities Account Control Agreement; performa Invoice; W-8 Certificate of Foreign Status to open a CDARS Trade Investment Account for KPW District 12 ClearingHouse of Woodruff EIN # 85-1009788 GIIN: 1KMCPL.99999.SL.840 register Financial Institution.

(9). Recoupment Securities: Francisco Pares Alicea, d/b/a Trustee for the United States Corporation receive Public Voucher for Refunds in the amount of -$50,000,000.00 for a Fedwire to BANK OF MARIN

Register Mail Bond # RR 267 298 771 US

By: Kevin-Paul

Autograph Seal of Testator

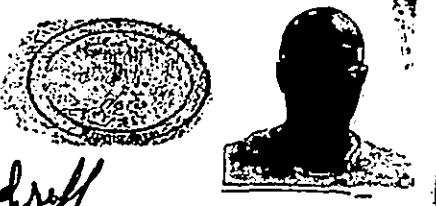
"EQUITY REGARDS DONE THAT WHICH OUGHT TO BE DONE"

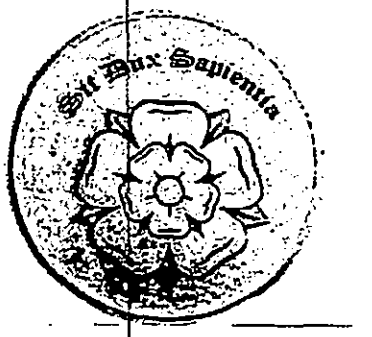
THIS IS MY INTER VIVOS LIVING TRUST AND AS PROCLAIMED SO SHALL IT BE DONE

Woodruff Medallion

This medallion is to be used as a personal seal and stamp for your documents. The Woodruff clan motto is "Sit Dux Sapientia" which means "the Great Wisdom".

WITNESS MY HAND AND SEAL:





9/9/2020

By: Kevin-Paul Woodruff .....

Tribe of Woodruff.- Living Plenipotentiary; Jus Soli; Sui Juris

***IN WITNESS HEREOF:**, We Witnesses, by our Autographs and Seals, by our Living Hands entered herein below, do herewith Attest and Affirm that we witnessed Kevin-Paul. of the Tribe of Woodruff make the EXPRESSION OF INTENT AND PURPOSE AS HIS LIVING INTER VIVOS TRUST, of his own Free Equitable Right and Substantive Right:*

(2 Cor. 13:1) By the mouth of two or three witnesses shall every word be established (Deuteronomy 19:15) On the evidence of two or three witnesses a matter shall be confirmed



By: ..... *Witness One, Autograph and Seal*



By: ..... *Witness Two, Autograph and Seal*

By: Tanya-Renea ..... *Witness One, Tanya-Renea*

By: Keta-Paulet ..... *Witness Two, Keta-Paulet*



By: Kevin-Paul Woodruff .....
Autograph/Seal of Testator

JURAT

A notary public or other officer completing this certificate
Verifies only the identity of the individual who signed the
Document to which this certificate is attached, and not
The truthfulness, accuracy, or validity of that document.

State of California

County of CONTRA COSTA

Subscribed and sworn to (or affirmed) before me, GABRIEL NGOZI CHILAKA, NOTARY PUBLIC on this day

of September 9, 2020 By kevin Paul Woodruff

Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

By: _____
Signature of Notary Public (Seal)

GABRIEL NGOZI CHILAKA
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2266524
CONTRA COSTA COUNTY
My Comm. Exp. November 11, 2022

By: Kevin-Paul Woodruff
Autograph/Seal of Signatur

MC-030

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Numinutitska Penatekawa Tribal Trustee, Wanag Tahatan-Bey Trustee
C/o 2730 W. Tregallas Rd. Unit # 3972
Antioch, California 94509

TELEPHONE NO.: (925) 477-9454 FAX NO. (Optional):
E-MAIL ADDRESS (Optional): wanagtahatan65@yahoo.com
ATTORNEY FOR (Name): Wanag Tahatan-Bey Trustee

FOR COURT USE ONLY

FILED
SEP 15 2023
K. BECKER CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By _____ Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA
STREET ADDRESS: 725 COURT ST
MAILING ADDRESS: SAME
CITY AND ZIP CODE: MARTINEZ CA 94553
BRANCH NAME:

PLAINTIFF/PETITIONER: Numinutitska Penatekawa Tribal Trust et al
DEFENDANT/RESPONDENT: Nationstar Mortgage LLC, d/b/a Mr Cooper et al

CASE NUMBER: N23-1265

DECLARATION

I, Wanag Tahatan-Bey Trustee for Numinutitsak Penatekawa Tribal Trust filed verified First Amended Complaint (FAC) Changing Cause of Action; and more definitive statement to mitigate any defective.

On August 21, 2023 LOGAN MILLER via by U.S.P.S. mail NOTICE OF DEMURRER AND DEMURRER TO PLAINTIFFS' COMPLAINT to Wanag Tahatan-Bey trustee (Trustee) from TROUTMAN PEPPER HAMILTON SANDERS LLP Law Firm via Attorney Jared D. Bissell Bar No. 272687, Trustee received said Notice of Demurrer on or about Sept 3 or 4 of 2023. giving the fact trustee has 10 days to filed his Opposition to the Demurrer, on September 07, 2023 Trustee attempted to filed "AN OPPOSITION TO THE DEFENDANTS DEMURRER TO PLAINTIFF COMPLAINT.

Trustee arrived at Clerk office, and received number C-001, the number call to window 5, Trustee explainted to the Deputy Clerk, I wanted to filed Plaintiff Opposition to Defendants Demurrer, only to find that NO such DEMURRER was ever filed. Therefore, no opposition could not be filed.

Trustee ask the Deputy Clerk can he filed is First Amended Complaint, she responded YES, once filed trustee serving party mail said first amended complaint to all parties set-forth within the filing caption. See attached U.S.P.S. tracking numbers as offer of proof of service.

Continue on page two

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 9-15-2023

Wanag Tahatan-Bey Absolute Trustee
(TYPE OR PRINT NAME)

BY: Wanag Tahatan-Bey
(SIGNATURE OF DECLARANT)

☐ Attorney for ☐ Plaintiff ☐ Petitioner ☐ Defendant
☐ Respondent ☑ Other (Specify): Absolute Trustee

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■ USPS Tracking® ser
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FLAT RAT
ONE RATE ■ ANY

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INSURED

Pickup,

PS00001000014

EP14F July 2022
OD: 12 1/2 x 9 1/2

USPS.COM/PICKUP

This package is made from post-consumer waste. Please recycle - again.

UNITED STATES POSTAL SERVICE. Retail

P

US POSTAGE PAID
$9.65
Origin: 94509
09/22/23
0502580215-6

PRIORITY MAIL®

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EXPECTED DELIVERY DAY: 09/25/23

R009

SHIP TO:
11682 EL CAMINO REAL
STE 400
SAN DIEGO CA 92130-2092

USPS TRACKING® #

9505 5107 2081 3265 8319 99

PRIORITY MAIL
FLAT RATE ENVELOPE
POSTAGE REQUIRED

FROM:

Wanag Tanatan-Bey Trustee for
Numinutitsak Penatekawa Tribal Trust
c/o 2730 W. Tregallas Rd Unit # 3972
Antioch, Indian Office Found near California
W/O UNITED STATES CORP Per 28 USC § 3002 (15) Federal Corporation

TO:

TROUTMAN PEPPER
HAMILTON SANDERS LLP
JARED D. BISSELL (SBN 272687)
11682 EL CAMINO REAL, SUITE 400
SAN DIEGO, CA 92130-2092
PH: (858) 509-6000
FAX: (858) 509-6040

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Case 3:23-cv-05162-WHO Document 1-1 Filed 10/10/23 Page 301 of 360

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Numinutitska Penatekawa Tribal Trust; Wanag Tahatan-Bey Trustee
c/o 2730 W. Tregallas Rd. Unit # 3972
Antioch, California 94509

TELEPHONE NO.: (925) 477-9454 FAX NO. (Optional):
E-MAIL ADDRESS: wanagtahatan65@yahoo.com
ATTORNEY FOR (Name): Wanag Tahatan-Bey Trustee

FOR COURT USE ONLY

FILED
SEP 15 2023
K. BIEKER CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By K. Jimenez, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA
STREET ADDRESS: 725 COURT STREET
MAILING ADDRESS: SAME
CITY AND ZIP CODE: MARTINEZ, CA 94553
BRANCH NAME:

PLAINTIFF/PETITIONER: Numinutitsak Penatekawa Tribal Trust, Wanag Tahatan-Bey
DEFENDANT/RESPONDENT: Nationstar Mortgage LLC d/b/a MR COOPER et al

CASE MANAGEMENT STATEMENT

CASE NUMBER: N23-1265

(Check one): [✓] UNLIMITED CASE (Amount demanded exceeds $25,000) [ ] LIMITED CASE (Amount demanded is $25,000 or less)

A **CASE MANAGEMENT CONFERENCE** is scheduled as follows:
Date: 11/07/2023 Time: 8:30AM Dept.: 09 Div.: Room:
Address of court *(if different from the address above)*:

[✖] **Notice of Intent to Appear by Telephone, by *(name)*:** Maher Soliman Accountant/Auditor Witness

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

1. **Party or parties** *(answer one)*:
   a. [✓] This statement is submitted by party *(name)*: Wanag Tahatan-Bey Absolute Trustee
   b. [ ] This statement is submitted **jointly** by parties *(names)*:
2. **Complaint and cross-complaint** *(to be answered by plaintiffs and cross-complainants only)*
   a. The complaint was filed on *(date)*: Amended Complaint 9/07/2023
   b. [ ] The cross-complaint, if any, was filed on *(date)*:
3. **Service** *(to be answered by plaintiffs and cross-complainants only)*
   a. [✓] All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
   b. [ ] The following parties named in the complaint or cross-complaint
      (1) [ ] have not been served *(specify names and explain why not)*:
      (2) [ ] have been served but have not appeared and have not been dismissed *(specify names)*:
      (3) [ ] have had a default entered against them *(specify names)*:
   c. [✖] The following additional parties may be added *(specify names, nature of involvement in case, and date by which they may be served)*:
      Maher Soliman Accountant/Auditor witness for Plaintiff

CERTIFIED TO BE A TRUE & EXACT COPY OF ORIGINAL
4/FB

4. **Description of case**
   a. Type of case in [✓] complaint [ ] cross-complaint *(Describe, including causes of action)*:
      Amended Complaint Filed Sept 7, 2023 Tax Loop Hold and Breach of Bailees Duty; & Disparagement of Title, Land Patent " Allodial Land" Infringement; Copyright and Trust Infringement, deceiving the John Q Public, but not limited to

Form Adopted for Mandatory Use
Judicial Council of California
CM-110 [Rev. September 1, 2021]

Cal. Rules of Court, rules 3.720–3.730
www.courts.ca.gov

CM-110

PLAINTIFF/PETITIONER: Nuwinutitska Penetkeme Tribal Trust DEFENDANT/RESPONDENT: Nationstar Mortgage LLC et al	CASE NUMBER: N23-1265

4. b. Provide a brief statement of the case, including any damages. *(If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)*
SEE ATTACHED: STATEMENT OF FACTS,

☐ *(If more space is needed, check this box and attach a page designated as Attachment 4b.)*

5. **Jury or nonjury trial**
The party or parties request ☑ a jury trial ☐ a nonjury trial. *(If more than one party, provide the name of each party requesting a jury trial):*

6. **Trial date**
a. ☐ The trial has been set for *(date):*
b. ☐ No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint *(if not, explain):*

c. Dates on which parties or attorneys will not be available for trial *(specify dates and explain reasons for unavailability):*

7. **Estimated length of trial**
The party or parties estimate that the trial will take *(check one):*
a. ☑ days *(specify number):* two or three
b. ☐ hours (short causes) *(specify):*

8. **Trial representation** *(to be answered for each party)*
The party or parties will be represented at trial ☒ by the attorney or party listed in the caption ☐ by the following:
a. Attorney:
b. Firm:
c. Address:
d. Telephone number:
e. E-mail address:
f. Fax number:
g. Party represented:
☐ Additional representation is described in Attachment 8.

9. **Preference**
☐ This case is entitled to preference *(specify code section):*

10. **Alternative dispute resolution (ADR)**
a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 of the California Rules of Court for information about the processes available through the court and community programs in this case.
(1) For parties represented by counsel: Counsel ☐ has ☐ has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.
(2) For self-represented parties: Party ☐ has ☐ has not reviewed the ADR information package identified in rule 3.221.
b. **Referral to judicial arbitration or civil action mediation** (if available).
(1) ☐ This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.
(2) ☐ Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.
(3) ☐ This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. *(specify exemption):*

PLAINTIFF/PETITIONER: Numinuitska Penatekawa Tribal Trust DEFENDANT/RESPONDENT: Nationstar Mortgage LLC et al	CASE NUMBER: N23-1265

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in *(check all that apply and provide the specified information):*

	The party or parties completing this form **are willing** to participate in the following ADR processes *(check all that apply):*	If the party or parties completing this form in the case **have agreed** to participate in or have already completed an ADR process or processes, indicate the status of the processes *(attach a copy of the parties' ADR stipulation):*
(1) Mediation	☐	☐ Mediation session not yet scheduled ☐ Mediation session scheduled for *(date):* ☐ Agreed to complete mediation by *(date):* ☐ Mediation completed on *(date):*
(2) Settlement conference	☐	☐ Settlement conference not yet scheduled ☐ Settlement conference scheduled for *(date):* ☐ Agreed to complete settlement conference by *(date):* ☐ Settlement conference completed on *(date):*
(3) Neutral evaluation	☐	☐ Neutral evaluation not yet scheduled ☐ Neutral evaluation scheduled for *(date):* ☐ Agreed to complete neutral evaluation by *(date):* ☐ Neutral evaluation completed on *(date):*
(4) Nonbinding judicial arbitration	☐	☐ Judicial arbitration not yet scheduled ☐ Judicial arbitration scheduled for *(date):* ☐ Agreed to complete judicial arbitration by *(date):* ☐ Judicial arbitration completed on *(date):*
(5) Binding private arbitration	☐	☐ Private arbitration not yet scheduled ☐ Private arbitration scheduled for *(date):* ☐ Agreed to complete private arbitration by *(date):* ☐ Private arbitration completed on *(date):*
(6) Other *(specify)*:	☐	☐ ADR session not yet scheduled ☐ ADR session scheduled for *(date):* ☐ Agreed to complete ADR session by *(date):* ☐ ADR completed on *(date):*

PLAINTIFF/PETITIONER: Numinuitsku Pomo Kashia Tribal Trust DEFENDANT/RESPONDENT: Nationstar Mortgage LLC et al	CASE NUMBER N23-1265

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11. **Insurance**

a. ☐ Insurance carrier, if any, for party filing this statement *(name):*

b. Reservation of rights: ☐ Yes ☐ No

c. ☐ Coverage issues will significantly affect resolution of this case *(explain):*

12. **Jurisdiction**

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

☐ Bankruptcy ☐ Other *(specify):*

Status:

13. **Related cases, consolidation, and coordination**

a. ☐ There are companion, underlying, or related cases.

(1) Name of case:

(2) Name of court:

(3) Case number:

(4) Status:

☐ Additional cases are described in Attachment 13a.

b. ☐ A motion to ☐ consolidate ☐ coordinate will be filed by *(name party):*

14. **Bifurcation**

☐ The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action *(specify moving party, type of motion, and reasons):*

15. **Other motions**

☐ The party or parties expect to file the following motions before trial *(specify moving party, type of motion, and issues):*

16. **Discovery**

a. ☐ The party or parties have completed all discovery.

b. ☐ The following discovery will be completed by the date specified *(describe all anticipated discovery):*

Party	Description	Date

c. ☐ The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated *(specify):*

CM-110

PLAINTIFF/PETITIONER: Numinutitska Penatkaka Tribal Trust DEFENDANT/RESPONDENT: Nationstar Mortgage LLC et al	CASE NUMBER: N23-1265

17. **Economic litigation**

a. ☐ This is a limited civil case (i.e., the amount demanded is $25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.

b. ☐ This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed *(if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case):*

18. **Other issues**

☐ The party or parties request that the following additional matters be considered or determined at the case management conference *(specify):*

19. **Meet and confer**

a. ☒ The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court *(if not, explain):*
On or about Sept 4, 2023 Wanag Tahatan-Bey and Attorney Jared D. Bissell attempted to mitigate, during our conversation he became very agitated and abruptly ended the phone call. as of today no other attorney of record made attempt to meet and Confer

b. ☐ After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following *(specify):*

20. Total number of pages attached *(if any):* 6

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date: 9-15-2023

Wanag Tahatan-Bey
(TYPE OR PRINT NAME)

▶ By: Wanag Tahatan Bey
(SIGNATURE OF PARTY OR ATTORNEY)

(TYPE OR PRINT NAME)

▶
(SIGNATURE OF PARTY OR ATTORNEY)

☐ Additional signatures are attached.

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Print this form | Save this form | Clear this form

MC-030

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Numinutitska Penatekawa Tribal Trustee, Wanag Tahatan-Bey Trustee
C/o 2730 W. Tregallas Rd. Unit # 3972
Antioch, California 94509

TELEPHONE NO.: (925) 477-9454 FAX NO. (Optional):
E-MAIL ADDRESS (Optional): wanagtahatan65@yahoo.com
ATTORNEY FOR (Name): Wanag Tahatan-Bey Trustee

FOR COURT USE ONLY

FILED
SEP 15 2023
K. BIEKER CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By _____ K. Jiekerson, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA
STREET ADDRESS: 725 COURT ST
MAILING ADDRESS: SAME
CITY AND ZIP CODE: MARTINEZ CA 94553
BRANCH NAME:

PLAINTIFF/PETITIONER: Numinutitska Penatekawa Tribal Trust et al
DEFENDANT/RESPONDENT: Nationstar Mortgage LLC, d/b/a Mr Cooper et al

DECLARATION

CASE NUMBER: N23-1265

I, Wanag Tahatan-Bey Trustee for Numinutitsak Penatekawa Tribal Trust filed verified First Amended Complaint (FAC) Changing Cause of Action; and more definitive statement to mitigate any defective.

On August 21, 2023 LOGAN MILLER via by U.S.P.S. mail NOTICE OF DEMURRER AND DEMURRER TO PLAINTIFFS' COMPLAINT to Wanag Tahatan-Bey trustee (Trustee) from TROUTMAN PEPPER HAMILTON SANDERS LLP Law Firm via Attorney Jared D. Bissell Bar No. 272687, Trustee received said Notice of Demurrer on or about Sept 3 or 4 of 2023. giving the fact trustee has 10 days to filed his Opposition to the Demurrer, on September 07, 2023 Trustee attempted to filed "AN OPPOSITION TO THE DEFENDANTS DEMURRER TO PLAINTIFF COMPLAINT.

Trustee arrived at Clerk office, and received number C-001, the number call to window 5, Trustee explainted to the Deputy Clerk, I wanted to filed Plaintiff Opposition to Defendants Demurrer, only to find that NO such DEMURRER was ever filed. Therefore, no opposition could not be filed.

Trustee ask the Deputy Clerk can he filed is First Amended Complaint, she responded YES, once filed trustee serving party mail said first amended complaint to all parties set-forth within the filing caption. See attached U.S.P.S. tracking numbers as offer of proof of service.

Continue on page two

CERTIFIED TO BE A TRUE &
EXACT COPY OF ORIGINAL

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 9-15-2023

Wanag Tahatan-Bey Absolute Trustee
(TYPE OR PRINT NAME)

BY: Wanag Tahatan-Bey
(SIGNATURE OF DECLARANT)

☐ Attorney for ☐ Plaintiff ☐ Petitioner ☐ Defendant
☐ Respondent ☑ Other (Specify): Absolute Trustee

MC-030

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)
Numinutitska Penatekawa Tribal Trustee, Wanag Tahatan-Bey Trustee
C/o 2730 W. Tregallas Rd. Unit # 3972
Antioch, California 94509

TELEPHONE NO.: (925) 477-9454 FAX NO. (Optional)
E-MAIL ADDRESS (Optional): wanagtahatan65@yahoo.com
ATTORNEY FOR (Name): Wanag Tahatan-Bey Trustee

FOR COURT USE ONLY

FILED
SEP 15 2023
K. DICKER CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By _____ K. [illegible], Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA
STREET ADDRESS: 725 COURT ST
MAILING ADDRESS: SAME
CITY AND ZIP CODE: MARTINEZ CA 94553
BRANCH NAME:

PLAINTIFF/PETITIONER: Numinutitska Penatekawa Tribal Trust et al
DEFENDANT/RESPONDENT: Nationstar Mortgage LLC, d/b/a Mr Cooper et al

DECLARATION

CASE NUMBER: N23-1265

I, Wanag Tahatan-Bey Trustee for Numinutitsak Penatekawa Tribal Trust declare under penalty of perjury that the verified Statement of facts are true, correct to the best of his knowledged and as to though belief, I wanag Tahatan-Bey believed them to be true, So help GOD. Title 28 Section1746.

On November 13, 2017 DECLARATION OF HONESTEAD was recorded with Contra Costa County County Clerk with Declaration of Assignees Update of Patent, Patent Number 5708; and on July 01, 2019 QUITCLAM DEED, most importantly Legal Notice of Updated Land Patent shown in PROOF OF PUBLICATION within Exhibit (1) in Plaintiffs Rquest for Judicial Notice in support of Amended Complaint.

The Above Patent Update was served on NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER CEO, CFO, to no avail totally disregard, and never rebutted or object or challenge Legal Publication or Contra Costa County recording. October 28, 2022 Trustee recorded Commerical Lien against Nationstar Mortgage LLC, d/b/a MR COOPER DOC 0222-0167677 in the amount of $750,000 after repeatly notice to cease & desist; and December 2, 9, 16, 2022 due to Nationstar Mortgage LLC, d/b/a MR COOPER et al silence Notice of Commerical Lien publication was done and served on the Lien Debtor Nationstar Mortgage LLC.

Claims that trigger Decree Pro Confesso is Doctrine of Estoppel by Silence which the Tribal Trust and trustee sustained displacement, financial burden, mental/physical anguish (Multiple Brain Strokes) that cause memory loss from Disparagement of Land Title, and the added financial stress, pecuniary loss.

Supporting Exhibits are found in Plaintiff's request for Judical Notice.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 9-15-2023

Wanag Tahatan-Bey Absolute Trustee
(TYPE OR PRINT NAME)

BY: Wanag Tahatan Bey
(SIGNATURE OF DECLARANT)

☐ Attorney for ☐ Plaintiff ☐ Petitioner ☐ Defendant
☐ Respondent ☑ Other (Specify): Absolute Trustee

USPS Tracking®

FAQs >

Tracking Number:

95108104554232507238O6

Remove ×

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was delivered to an individual at the address at 11:40 am on September 9, 2023 in SAN DIEGO, CA 92130. The item was signed for by T P.

Feedback

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

SAN DIEGO, CA 92130
September 9, 2023, 11:40 am

See All Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates ⌄

Proof of Delivery ⌄

USPS Tracking Plus® ⌄

Product Information ⌄

USPS Tracking®

FAQs >

Tracking Number:

Remove ×

9510810455423250723769

Copy Add to Informed Delivery
(https://informeddelivery.usps.com/)

Latest Update

Your item was delivered to an individual at the address at 10:29 am on September 8, 2023 in SAN JOSE, CA 95129. The item was signed for by D GGG.

Feedback

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

SAN JOSE, CA 95129
September 8, 2023, 10:29 am

See All Tracking History

What Do USPS Tracking Statuses Mean? **(https://faq.usps.com/s/article/Where-is-my-package)**

Text & Email Updates ⌄

Proof of Delivery ⌄

USPS Tracking Plus® ⌄

Product Information ⌄

USPS Tracking®

FAQs >

Remove ×

Tracking Number:

9510810455423250723783

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was delivered to an individual at the address at 12:16 pm on September 8, 2023 in WALNUT CREEK, CA 94596. The item was signed for by G G.

Feedback

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

WALNUT CREEK, CA 94596
September 8, 2023, 12:16 pm

See All Tracking History

What Do USPS Tracking Statuses Mean? **(https://faq.usps.com/s/article/Where-is-my-package)**

Text & Email Updates ⌄

Proof of Delivery ⌄

USPS Tracking Plus® ⌄

Product Information ⌄

USPS Tracking®

FAQs >

Tracking Number:

Remove X

9505510720833250744158

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item arrived at the MARKLEEVILLE, CA 96120 post office at 10:39 am on September 9, 2023 and is ready for pickup. Your item may be picked up at MARKLEEVILLE, 14845 STATE ROUTE 89, MARKLEEVILLE, CA 961209995, M-F 0830-1530; SAT 0830-1030.

Feedback

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Available for Pickup

Available for Pickup

MARKLEEVILLE
14845 STATE ROUTE 89
MARKLEEVILLE CA 96120-9995
M-F 0830-1530; SAT 0830-1030
September 9, 2023, 10:39 am

Arrived at Post Office

MARKLEEVILLE, CA 96120
September 9, 2023, 8:09 am

See All Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

POS-040

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: N/A NAME: Numinutitska Penatekawa Tribal Trust; Wanag Tahatan-Bey Trustee FIRM NAME: STREET ADDRESS: c/o 2730 W. Tregallas Rd. Unit 3 3972 CITY: Antioch, STATE: Ca ZIP CODE: 94509 TELEPHONE NO.: (925) 477-9454 FAX NO.: E-MAIL ADDRESS: wanagtahatan65@yahoo.com ATTORNEY FOR (name): Trustee	FOR COURT USE ONLY FILED SEP 27 2023 K. BIEKER CLERK OF THE COURT SUPERIOR COURT OF CALIFORNIA COUNTY OF CONTRA COSTA By T. Schneider, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA STREET ADDRESS: 725 COURT STREET MAILING ADDRESS: SAME CITY AND ZIP CODE: MARTINEZ, CA 94553 BRANCH NAME:	CASE NUMBER: N23-1265
Plaintiff/Petitioner: Numinutitska Penatekawa Tribal Trust, Wanag Tahatan-Bey Defendant/Respondent: Nationstar Mortgage LLC ET, AL.,	JUDICIAL OFFICER:
PROOF OF SERVICE—CIVIL **Check method of service *(only one)*:** ☐ By Personal Service ☒ By Mail ☐ By Overnight Delivery ☐ By Messenger Service ☐ By Fax	DEPARTMENT:

Do not use this form to show service of a summons and complaint or for electronic service.
See USE OF THIS FORM on page 3.

1. At the time of service I was over 18 years of age **and not a party to this action**.
2. My residence or business address is:
   c/o P.O. Box 12367 Oakland, California, Ca 94612
3. ☐ The fax number from which I served the documents is *(complete if service was by fax)*:
4. On *(date)*: 9/07/2023 I served the following **documents** *(specify)*:
   First Amended Complaint and Judicial Notice Request w/Exhibits
   ☐ The documents are listed in the *Attachment to Proof of Service–Civil (Documents Served)* (form POS-040(D)).
5. I served the documents on the **person or persons** below, as follows:
   a. Name of person served: ELIZABETH C. SEARS ATTORNEY OF RECORD
   b. ☒ *(Complete if service was by personal service, mail, overnight delivery, or messenger service.)*
      Business or residential address where person was served:
      P.O. BOX 52 MARKLEEVILLE, CA 96120
   c. ☐ *(Complete if service was by fax.)*
      Fax number where person was served:
   ☐ The names, addresses, and other applicable information about persons served is on the *Attachment to Proof of Service—Civil (Persons Served)* (form POS-040(P)).
6. The documents were served by the following means *(specify)*:
   a. ☐ **By personal service.** I personally delivered the documents to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's office, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office; or (c) if there was no person in the office with whom the notice or papers could be left, by leaving them in a conspicuous place in the office between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and eight in the evening.

Form Approved for Optional Use
Judicial Council of California
POS-040 [Rev. January 1, 2020]

PROOF OF SERVICE—CIVIL
(Proof of Service)

Code of Civil Procedure, §§ 1011, 1013, 1013a, 2015.5; Cal. Rules of Court, rule 2.306
www.courts.ca.gov

CASE NAME:	CASE NUMBER:
Numinutitska Penatekawa Tribal Trust et al., vs. Nationstar Mortgage LLC, ET, AL.,	N23-1265

6. b. [x] **By United States mail.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in item 5 and *(specify one)*:

(1) [x] deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

(2) [ ] placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at *(city and state)*:

c. [ ] **By overnight delivery.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses in item 5. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

d. [ ] **By messenger service.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in item 5 and providing them to a professional messenger service for service. *(A declaration by the messenger must accompany this Proof of Service or be contained in the Declaration of Messenger below.)*

e. [ ] **By fax transmission.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed in item 5. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which I printed out, is attached.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 9/27/2023

Keta Bellamy
(TYPE OR PRINT NAME OF DECLARANT)

▶ BY: Keta Bellamy
(SIGNATURE OF DECLARANT)

(If item 6d above is checked, the declaration below must be completed or a separate declaration from a messenger must be attached.)

DECLARATION OF MESSENGER

[ ] **By personal service.** I personally delivered the envelope or package received from the declarant above to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's office, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office; or (c) if there was no person in the office with whom the notice or papers could be left, by leaving them in a conspicuous place in the office between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and eight in the evening.

At the time of service, I was over 18 years of age. I am not a party to the above-referenced legal proceeding.

I served the envelope or package, as stated above, on *(date)*:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

_____
(NAME OF DECLARANT)

▶ _____
(SIGNATURE OF DECLARANT)

INFORMATION SHEET FOR PROOF OF SERVICE—CIVIL

(This information sheet is not part of the official proof of service form and does not need to be copied, served, or filed.)

USE OF THIS FORM

This form is designed to be used to show proof of service of documents by (1) personal service, (2) mail, (3) overnight delivery, (4) messenger service, or (5) fax.

This proof of service form should **not** be used to show proof of service of a summons and complaint. For that purpose, use *Proof of Service of Summons* (form POS-010).

Also, this proof of service form should **not** be used to show proof of electronic service. For that purpose, use *Proof of Electronic Service* (form POS-050).

Certain documents must be personally served. For example, an order to show cause and temporary restraining order generally must be served by personal delivery. You must determine whether a document must be personally delivered or can be served by mail or another method.

GENERAL INSTRUCTIONS

A person must be over 18 years of age to serve the documents. The person who served the documents must complete the Proof of Service. **A party to the action cannot serve the documents**.

The Proof of Service should be typed or printed. If you have Internet access, a fillable version of this proof of service form is available at *www.courts.ca.gov/forms.htm*.

Complete the top section of the proof of service form as follows:

First box, left side: In this box print the name, address, and telephone number of the person for whom you served the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. The address for the court should be the same as the address on the documents that you served.

Third box, left side: Print the names of the plaintiff/petitioner and defendant/respondent in this box. Use the same names as are on the documents that you served.

Fourth box, left side: Check the method of service that was used. You should check only one method of service and should show proof of only one method on the form. If you served a party by several methods, use a separate form to show each method of service.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

Third box, right side: State the judge and department assigned to the case, if known.

Complete items 1–6:

1. You are stating that you are over the age of 18.
2. Print your home or business address.
3. If service was by fax service, print the fax number from which service was made.
4. List each document that you served. If you need more space, check the box in item 4, complete the *Attachment to Proof of Service—Civil (Documents Served)* (form POS-040(D)), and attach it to form POS-040.
5. Provide the names, addresses, and other applicable information about the persons served. If more than one person was served, check the box on item 5, complete the *Attachment to Proof of Service—Civil (Persons Served)* (form POS-040(P)), and attach it to form POS-040.
6. Check the box before the method of service that was used, and provide any additional information that is required. The law may require that documents be served in a particular manner (such as by personal delivery) for certain purposes. Service by fax generally requires the prior agreement of the parties.

You must sign and date the proof of service form. By signing, you are stating under penalty of perjury that the information that you have provided on form POS-040 is true and correct.

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Print this form Save this form Clear this form

USPS Tracking®

FAQs >

Remove ×

Tracking Number:

9505510720833250744158

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item arrived at the Post Office at 12:32 pm on September 13, 2023 in SAN PABLO, CA 94806.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Preparing for Delivery

Arrived at Post Office
SAN PABLO, CA 94806
September 13, 2023, 12:32 pm

Arrived at USPS Facility
SAN PABLO, CA 94806
September 13, 2023, 9:22 am

See All Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Feedback

Text & Email Updates

Select what types of updates you'd like to receive and how. Send me a notification for:

Text	Email
☐	☐ All Below Updates
☐	☐ Expected Delivery Updates ⓘ
☐	☐ Day of Delivery Updates ⓘ
☐	☐ Package Delivered ⓘ
☐	☐ Available for Pickup ⓘ
☐	☐ Delivery Exception Updates ⓘ
☐	☐ Package In-Transit Updates ⓘ

Delivery Instructions

UNITED STATES POSTAL SERVICE.

CIVIC CENTER OAKLAND
201 13TH ST OFC
OAKLAND, CA 94612-9991
(800)275-8777

09/07/2023 10:15 AM

Product	Qty	Unit Price	Price
Priority Mail®	1		$9.65
Flat Rate Env			
San Jose, CA 95129			
Flat Rate			
Expected Delivery Date			
Fri 09/08/2023			
Tracking #:			
9510 8104 5542 3250 7237 69			
Insurance			$0.00
Up to $100.00 included			
Signature			$4.05
Confirm			
Total			$13.70
Priority Mail®	1		$9.65
Flat Rate Env			
Walnut Creek, CA 94596			
Flat Rate			
Expected Delivery Date			
Fri 09/08/2023			
Tracking #:			
9510 8104 5542 3250 7237 83			
Insurance			$0.00
Up to $100.00 included			
Signature			$4.05
Confirm			
Total			$13.70
Priority Mail®	1		$9.65
Flat Rate Env			
San Diego, CA 92130			
Flat Rate			
Expected Delivery Date			
Sat 09/09/2023			
Tracking #:			
9510 8104 5542 3250 7238 06			
Insurance			$0.00
Up to $100.00 included			
Signature			$4.05
Confirm			
Total			$13.70
Grand Total:			$41.10
Cash			$100.10
Change			-$59.00

Text your tracking number to 28777 (2USPS)

UNITED STATES POSTAL SERVICE.

ANTIOCH
2730 W TREGALLAS RD
ANTIOCH, CA 94509-9998
(800)275-8777

09/07/2023 03:34 PM

Product	Qty	Unit Price	Price
Priority Mail®	1		$9.65
Flat Rate Env			
Markleeville, CA 96120			
Flat Rate			
Expected Delivery Date			
Sat 09/09/2023			
Tracking #:			
9505 5107 2083 3250 7441 58			
Insurance			$0.00
Up to $100.00 included			
Total			$9.65
Grand Total:			$9.65
Cash			$20.00
Change			-$10.35

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

Save this receipt as evidence of insurance. For information on filing an insurance claim go to https://www.usps.com/help/claims.htm or call 1-800-222-1811

POS-040

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: N/A NAME: Numinutitska Penatekawa Tribal Trust; Wanag Tahatan-Bey Trustee FIRM NAME: STREET ADDRESS: c/o 2730 W. Tregallas Rd. Unit 3 3972 CITY: Antioch, STATE: Ca ZIP CODE: 94509 TELEPHONE NO.: (925) 477-9454 FAX NO.: E-MAIL ADDRESS: wanagtahatan65@yahoo.com ATTORNEY FOR (name): Trustee	FOR COURT USE ONLY FILED SEP 27 2023 K. BIEKER CLERK OF THE COURT SUPERIOR COURT OF CALIFORNIA COUNTY OF CONTRA COSTA By T. Schraw, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA STREET ADDRESS: 725 COURT STREET MAILING ADDRESS: SAME CITY AND ZIP CODE: MARTINEZ, CA 94553 BRANCH NAME:	CASE NUMBER: N23-1265
Plaintiff/Petitioner: Numinutitska Penatekawa Tribal Trust, Wanag Tahatan-Bey Defendant/Respondent: Nationstar Mortgage LLC ET, AL.,	JUDICIAL OFFICER:
PROOF OF SERVICE—CIVIL **Check method of service *(only one):*** ☐ By Personal Service ☒ By Mail ☐ By Overnight Delivery ☐ By Messenger Service ☐ By Fax	DEPARTMENT:

Do not use this form to show service of a summons and complaint or for electronic service.
See USE OF THIS FORM on page 3.

1. At the time of service I was over 18 years of age **and not a party to this action**.
2. My residence or business address is:
   c/o P.O. Box 12367 Oakland, California, Ca 94612
3. ☐ The fax number from which I served the documents is *(complete if service was by fax):*
4. On *(date):* 9/07/2023 I served the following **documents** *(specify):*
   First Amended Complaint and Judicial Notice Request w/Exhibits for Fidelity National Financial, Inc, & Serviclink Title Co.
   ☐ The documents are listed in the *Attachment to Proof of Service–Civil (Documents Served)* (form POS-040(D)).
5. I served the documents on the **person or persons** below, as follows:
   a. Name of person served: EMMANUEL JOCOBO, AGENT OF SERIVCE, FIDELITY NATIONAL FINANCIAL, INC &
   b. ☒ *(Complete if service was by personal service, mail, overnight delivery, or messenger service.)*
      Business or residential address where person was served:
      330 N. BRAND BLVD, SUITE 700 c/o SERVICLINK TITLE COMPANY AS WELL
   c. ☐ *(Complete if service was by fax.)*
      Fax number where person was served:
   ☐ The names, addresses, and other applicable information about persons served is on the *Attachment to Proof of Service—Civil (Persons Served)* (form POS-040(P)).
6. The documents were served by the following means *(specify):*
   a. ☐ **By personal service.** I personally delivered the documents to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's office, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office; or (c) if there was no person in the office with whom the notice or papers could be left, by leaving them in a conspicuous place in the office between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and eight in the evening.

Form Approved for Optional Use
Judicial Council of California
POS-040 [Rev. January 1, 2020]

PROOF OF SERVICE—CIVIL
(Proof of Service)

Code of Civil Procedure, §§ 1011, 1013, 1013a, 2015.5; Cal. Rules of Court, rule 2.306
www.courts.ca.gov

CASE NAME:	CASE NUMBER:
Numinutitska Penatekawa Tribal Trust et al., vs. Nationstar Mortgage LLC, ET, AL.,	N23-1265

6. b. [x] **By United States mail.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in item 5 and *(specify one)*:

(1) [x] deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

(2) [ ] placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at *(city and state)*:

c. [ ] **By overnight delivery.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses in item 5. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

d. [ ] **By messenger service.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in item 5 and providing them to a professional messenger service for service. *(A declaration by the messenger must accompany this Proof of Service or be contained in the Declaration of Messenger below.)*

e. [ ] **By fax transmission.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed in item 5. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which I printed out, is attached.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 9/27/2023

Keta Bellamy
(TYPE OR PRINT NAME OF DECLARANT)

▶ By: Keta Bellamy
(SIGNATURE OF DECLARANT)

(If item 6d above is checked, the declaration below must be completed or a separate declaration from a messenger must be attached.)

DECLARATION OF MESSENGER

[ ] **By personal service.** I personally delivered the envelope or package received from the declarant above to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's office, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office; or (c) if there was no person in the office with whom the notice or papers could be left, by leaving them in a conspicuous place in the office between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and eight in the evening.

At the time of service, I was over 18 years of age. I am not a party to the above-referenced legal proceeding.

I served the envelope or package, as stated above, on *(date)*:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

_____
(NAME OF DECLARANT)

▶ _____
(SIGNATURE OF DECLARANT)

INFORMATION SHEET FOR PROOF OF SERVICE—CIVIL

(This information sheet is not part of the official proof of service form and does not need to be copied, served, or filed.)

USE OF THIS FORM

This form is designed to be used to show proof of service of documents by (1) personal service, (2) mail, (3) overnight delivery, (4) messenger service, or (5) fax.

This proof of service form should **not** be used to show proof of service of a summons and complaint. For that purpose, use *Proof of Service of Summons* (form POS-010).

Also, this proof of service form should **not** be used to show proof of electronic service. For that purpose, use *Proof of Electronic Service* (form POS-050).

Certain documents must be personally served. For example, an order to show cause and temporary restraining order generally must be served by personal delivery. You must determine whether a document must be personally delivered or can be served by mail or another method.

GENERAL INSTRUCTIONS

A person must be over 18 years of age to serve the documents. The person who served the documents must complete the Proof of Service. **A party to the action cannot serve the documents**.

The Proof of Service should be typed or printed. If you have Internet access, a fillable version of this proof of service form is available at *www.courts.ca.gov/forms.htm.*

Complete the top section of the proof of service form as follows:

First box, left side: In this box print the name, address, and telephone number of the person for whom you served the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. The address for the court should be the same as the address on the documents that you served.

Third box, left side: Print the names of the plaintiff/petitioner and defendant/respondent in this box. Use the same names as are on the documents that you served.

Fourth box, left side: Check the method of service that was used. You should check only one method of service and should show proof of only one method on the form. If you served a party by several methods, use a separate form to show each method of service.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

Third box, right side: State the judge and department assigned to the case, if known.

Complete items 1–6:

1. You are stating that you are over the age of 18.
2. Print your home or business address.
3. If service was by fax service, print the fax number from which service was made.
4. List each document that you served. If you need more space, check the box in item 4, complete the *Attachment to Proof of Service—Civil (Documents Served)* (form POS-040(D)), and attach it to form POS-040.
5. Provide the names, addresses, and other applicable information about the persons served. If more than one person was served, check the box on item 5, complete the *Attachment to Proof of Service—Civil (Persons Served)* (form POS-040(P)), and attach it to form POS-040.
6. Check the box before the method of service that was used, and provide any additional information that is required. The law may require that documents be served in a particular manner (such as by personal delivery) for certain purposes. Service by fax generally requires the prior agreement of the parties.

You must sign and date the proof of service form. By signing, you are stating under penalty of perjury that the information that you have provided on form POS-040 is true and correct.

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Print this form Save this form Clear this form

POS-040

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: N/A NAME: Numinutitska Penatekawa Tribal Trust; Wanag Tahatan-Bey Trustee FIRM NAME: STREET ADDRESS: c/o 2730 W. Tregallas Rd. Unit 3 3972 CITY: Antioch, STATE: Ca ZIP CODE: 94509 TELEPHONE NO.: (925) 477-9454 FAX NO.: E-MAIL ADDRESS: wanagtahatan65@yahoo.com ATTORNEY FOR (name): Trustee	FOR COURT USE ONLY FILED SEP 27 2023 K. BIEKER CLERK OF THE COURT SUPERIOR COURT OF CALIFORNIA COUNTY OF CONTRA COSTA By T. Schrader, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA STREET ADDRESS: 725 COURT STREET MAILING ADDRESS: SAME CITY AND ZIP CODE: MARTINEZ, CA 94553 BRANCH NAME:	CASE NUMBER: N23-1265
Plaintiff/Petitioner: Numinutitska Penatekawa Tribal Trust, Wanag Tahatan-Bey Tru Defendant/Respondent: Nationstar Mortgage LLC ET, AL.,	JUDICIAL OFFICER:
PROOF OF SERVICE—CIVIL **Check method of service *(only one)*:** ☐ By Personal Service ☒ By Mail ☐ By Overnight Delivery ☐ By Messenger Service ☐ By Fax	DEPARTMENT:

Do not use this form to show service of a summons and complaint or for electronic service.
See USE OF THIS FORM on page 3.

1. At the time of service I was over 18 years of age **and not a party to this action**.
2. My residence or business address is:
   c/o P.O. Box 12367 Oakland, California, Ca 94612
3. ☐ The fax number from which I served the documents is *(complete if service was by fax)*:
4. On *(date)*: 9/07/2023 I served the following **documents** *(specify)*:
   First Amended Complaint and Judicial Notice Request w/Exhibits
   ☐ The documents are listed in the *Attachment to Proof of Service–Civil (Documents Served)* (form POS-040(D)).
5. I served the documents on the **person or persons** below, as follows:
   a. Name of person served: SCOTT D. LONG (SBN 203505) ATTORNEY OF RECORD
   b. ☒ *(Complete if service was by personal service, mail, overnight delivery, or messenger service.)*
      Business or residential address where person was served:
      1550 PARKSIDE DRIVE, SUITE 300, WALNUT CREEK, CA 94596
   c. ☐ *(Complete if service was by fax.)*
      Fax number where person was served:
   ☐ The names, addresses, and other applicable information about persons served is on the *Attachment to Proof of Service—Civil (Persons Served)* (form POS-040(P)).
6. The documents were served by the following means *(specify)*:
   a. ☐ **By personal service.** I personally delivered the documents to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's office, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office; or (c) if there was no person in the office with whom the notice or papers could be left, by leaving them in a conspicuous place in the office between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and eight in the evening.

Form Approved for Optional Use
Judicial Council of California
POS-040 [Rev. January 1, 2020]

PROOF OF SERVICE—CIVIL
(Proof of Service)

Code of Civil Procedure, §§ 1011, 1013, 1013a, 2015.5; Cal. Rules of Court, rule 2.306
www.courts.ca.gov

CASE NAME:	CASE NUMBER:
Numinutitska Penatekawa Tribal Trust et al., vs. Nationstar Mortgage LLC, ET, AL.,	N23- 1265

6. b. [x] **By United States mail.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in item 5 and *(specify one)*:

(1) [x] deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

(2) [ ] placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at *(city and state)*:

c. [ ] **By overnight delivery.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses in item 5. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

d. [ ] **By messenger service.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in item 5 and providing them to a professional messenger service for service. *(A declaration by the messenger must accompany this Proof of Service or be contained in the Declaration of Messenger below.)*

e. [ ] **By fax transmission.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed in item 5. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which I printed out, is attached.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 9/27/2023

Keta Bellamy
(TYPE OR PRINT NAME OF DECLARANT)

▶ BY: Keta Bellamy
(SIGNATURE OF DECLARANT)

(If item 6d above is checked, the declaration below must be completed or a separate declaration from a messenger must be attached.)

DECLARATION OF MESSENGER

[ ] **By personal service.** I personally delivered the envelope or package received from the declarant above to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's office, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office; or (c) if there was no person in the office with whom the notice or papers could be left, by leaving them in a conspicuous place in the office between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and eight in the evening.

At the time of service, I was over 18 years of age. I am not a party to the above-referenced legal proceeding.

I served the envelope or package, as stated above, on *(date)*:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

_____
(NAME OF DECLARANT)

▶ _____
(SIGNATURE OF DECLARANT)

INFORMATION SHEET FOR PROOF OF SERVICE—CIVIL

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USE OF THIS FORM

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Also, this proof of service form should **not** be used to show proof of electronic service. For that purpose, use *Proof of Electronic Service* (form POS-050).

Certain documents must be personally served. For example, an order to show cause and temporary restraining order generally must be served by personal delivery. You must determine whether a document must be personally delivered or can be served by mail or another method.

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Complete the top section of the proof of service form as follows:

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Third box, left side: Print the names of the plaintiff/petitioner and defendant/respondent in this box. Use the same names as are on the documents that you served.

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First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

Third box, right side: State the judge and department assigned to the case, if known.

Complete items 1–6:

1. You are stating that you are over the age of 18.
2. Print your home or business address.
3. If service was by fax service, print the fax number from which service was made.
4. List each document that you served. If you need more space, check the box in item 4, complete the *Attachment to Proof of Service—Civil (Documents Served)* (form POS-040(D)), and attach it to form POS-040.
5. Provide the names, addresses, and other applicable information about the persons served. If more than one person was served, check the box on item 5, complete the *Attachment to Proof of Service—Civil (Persons Served)* (form POS-040(P)), and attach it to form POS-040.
6. Check the box before the method of service that was used, and provide any additional information that is required. The law may require that documents be served in a particular manner (such as by personal delivery) for certain purposes. Service by fax generally requires the prior agreement of the parties.

You must sign and date the proof of service form. By signing, you are stating under penalty of perjury that the information that you have provided on form POS-040 is true and correct.

For your protection and privacy, please press the Clear This Form button after you have printed the form.

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USPS Tracking®

FAQs >

Remove ×

Tracking Number:

9510810455423250723783

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was delivered to an individual at the address at 12:16 pm on September 8, 2023 in WALNUT CREEK, CA 94596. The item was signed for by G G.

Feedback

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

WALNUT CREEK, CA 94596
September 8, 2023, 12:16 pm

See All Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates ⌄

Proof of Delivery ⌄

USPS Tracking Plus® ⌄

Product Information ⌄

UNITED STATES POSTAL SERVICE.

CIVIC CENTER OAKLAND
201 13TH ST OFC
OAKLAND, CA 94612-9991
(800)275-8777

09/07/2023 10:15 AM

Product	Qty	Unit Price	Price
Priority Mail® Flat Rate Env San Jose, CA 95129 Flat Rate Expected Delivery Date Fri 09/08/2023 Tracking #: 9510 8104 5542 3250 7237 69	1		$9.65
Insurance Up to $100.00 included			$0.00
Signature Confirm			$4.05
Total			$13.70
Priority Mail® Flat Rate Env Walnut Creek, CA 94596 Flat Rate Expected Delivery Date Fri 09/08/2023 Tracking #: 9510 8104 5542 3250 7237 83	1		$9.65
Insurance Up to $100.00 included			$0.00
Signature Confirm			$4.05
Total			$13.70
Priority Mail® Flat Rate Env San Diego, CA 92130 Flat Rate Expected Delivery Date Sat 09/09/2023 Tracking #: 9510 8104 5542 3250 7238 06	1		$9.65
Insurance Up to $100.00 included			$0.00
Signature Confirm			$4.05
Total			$13.70
Grand Total:			$41.10
Cash			$100.10
Change			-$59.00

Text your tracking number to 28777 (2USPS)

UNITED STATES POSTAL SERVICE.

ANTIOCH
2730 W TREGALLAS RD
ANTIOCH, CA 94509-9998
(800)275-8777

09/07/2023 03:34 PM

Product	Qty	Unit Price	Price
Priority Mail® Flat Rate Env Markleeville, CA 96120 Flat Rate Expected Delivery Date Sat 09/09/2023 Tracking #: 9505 5107 2083 3250 7441 58	1		$9.65
Insurance Up to $100.00 included			$0.00
Total			$9.65
Grand Total:			$9.65
Cash			$20.00
Change			-$10.35

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

Save this receipt as evidence of insurance. For information on filing an insurance claim go to https://www.usps.com/help/claims.htm or call 1-800-222-1811

POS-040

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: N/A NAME: Numinutitska Penatekawa Tribal Trust; Wanag Tahatan-Bey Trustee FIRM NAME: STREET ADDRESS: c/o 2730 W. Tregallas Rd. Unit 3 3972 CITY: Antioch, STATE: Ca ZIP CODE: 94509 TELEPHONE NO.: (925) 477-9454 FAX NO.: E-MAIL ADDRESS: wanagtahatan65@yahoo.com ATTORNEY FOR (name): Trustee	FOR COURT USE ONLY FILED SEP 27 2023 K. BIEKER CLERK OF THE COURT SUPERIOR COURT OF CALIFORNIA COUNTY OF CONTRA COSTA By T. Schrader, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA STREET ADDRESS: 725 COURT STREET MAILING ADDRESS: SAME CITY AND ZIP CODE: MARTINEZ, CA 94553 BRANCH NAME:	CASE NUMBER: N23-1265
Plaintiff/Petitioner: Numinutitska Penatekawa Tribal Trust, Wanag Tahatan-Bey Tr Defendant/Respondent: Nationstar Mortgage LLC ET, AL.)	JUDICIAL OFFICER:
PROOF OF SERVICE—CIVIL **Check method of service *(only one)*:** ☐ By Personal Service ☒ By Mail ☐ By Overnight Delivery ☐ By Messenger Service ☐ By Fax	DEPARTMENT:

Do not use this form to show service of a summons and complaint or for electronic service.
See USE OF THIS FORM on page 3.

1. At the time of service I was over 18 years of age **and not a party to this action**.
2. My residence or business address is:
   c/o P.O. Box 12367 Oakland, California, Ca 94612
3. ☐ The fax number from which I served the documents is *(complete if service was by fax):*
4. On *(date):* 9/07/2023 I served the following **documents** *(specify):*
   First Amended Complaint and Judicial Notice Request w/Exhibits
   ☐ The documents are listed in the *Attachment to Proof of Service–Civil (Documents Served)* (form POS-040(D)).
5. I served the documents on the **person or persons** below, as follows:
   a. Name of person served: JARED D. BISSELL (SBN 272687) ATTORNEY OF RECORD
   b. ☒ *(Complete if service was by personal service, mail, overnight delivery, or messenger service.)*
      Business or residential address where person was served:
      11682 EL CAMINO REAL, SUITE 400, SAN DIEGO, CA 92130-2092
   c. ☐ *(Complete if service was by fax.)*
      Fax number where person was served:
   ☐ The names, addresses, and other applicable information about persons served is on the *Attachment to Proof of Service—Civil (Persons Served)* (form POS-040(P)).
6. The documents were served by the following means *(specify):*
   a. ☐ **By personal service.** I personally delivered the documents to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's office, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office; or (c) if there was no person in the office with whom the notice or papers could be left, by leaving them in a conspicuous place in the office between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and eight in the evening.

Form Approved for Optional Use
Judicial Council of California
POS-040 [Rev. January 1, 2020]

PROOF OF SERVICE—CIVIL
(Proof of Service)

Code of Civil Procedure, §§ 1011, 1013, 1013a, 2015.5; Cal. Rules of Court, rule 2.306
www.courts.ca.gov

CASE NAME:	CASE NUMBER:
Numinutitska Penatekawa Tribal Trust et al., vs. Nationstar Mortgage LLC, ET, AL.,	

6. b. [x] **By United States mail.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in item 5 and *(specify one)*:

(1) [x] deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

(2) [ ] placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at *(city and state)*:

c. [ ] **By overnight delivery.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses in item 5. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

d. [ ] **By messenger service.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in item 5 and providing them to a professional messenger service for service. *(A declaration by the messenger must accompany this Proof of Service or be contained in the Declaration of Messenger below.)*

e. [ ] **By fax transmission.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed in item 5. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which I printed out, is attached.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 9/27/2023

Keta Bellamy
(TYPE OR PRINT NAME OF DECLARANT)

▶ BY: Keta Bellamy
(SIGNATURE OF DECLARANT)

(If item 6d above is checked, the declaration below must be completed or a separate declaration from a messenger must be attached.)

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At the time of service, I was over 18 years of age. I am not a party to the above-referenced legal proceeding.

I served the envelope or package, as stated above, on *(date)*:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

_____
(NAME OF DECLARANT)

▶ _____
(SIGNATURE OF DECLARANT)

INFORMATION SHEET FOR PROOF OF SERVICE—CIVIL

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USE OF THIS FORM

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Complete the top section of the proof of service form as follows:

First box, left side: In this box print the name, address, and telephone number of the person for whom you served the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. The address for the court should be the same as the address on the documents that you served.

Third box, left side: Print the names of the plaintiff/petitioner and defendant/respondent in this box. Use the same names as are on the documents that you served.

Fourth box, left side: Check the method of service that was used. You should check only one method of service and should show proof of only one method on the form. If you served a party by several methods, use a separate form to show each method of service.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

Third box, right side: State the judge and department assigned to the case, if known.

Complete items 1–6:

1. You are stating that you are over the age of 18.
2. Print your home or business address.
3. If service was by fax service, print the fax number from which service was made.
4. List each document that you served. If you need more space, check the box in item 4, complete the *Attachment to Proof of Service—Civil (Documents Served)* (form POS-040(D)), and attach it to form POS-040.
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For your protection and privacy, please press the Clear This Form button after you have printed the form.

Print this form Save this form Clear this form

USPS Tracking®

FAQs >

Remove ✕

Tracking Number:

9510810455423250723806

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was delivered to an individual at the address at 11:40 am on September 9, 2023 in SAN DIEGO, CA 92130. The item was signed for by T P.

Feedback

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

SAN DIEGO, CA 92130
September 9, 2023, 11:40 am

See All Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates ⌄

Proof of Delivery ⌄

USPS Tracking Plus® ⌄

Product Information ⌄

UNITED STATES POSTAL SERVICE.

CIVIC CENTER OAKLAND
201 13TH ST OFC
OAKLAND, CA 94612-9991
(800)275-8777

09/07/2023 10:15 AM

Product	Qty	Unit Price	Price
Priority Mail®	1		$9.65
Flat Rate Env			
San Jose, CA 95129			
Flat Rate			
Expected Delivery Date			
Fri 09/08/2023			
Tracking #:			
9510 8104 5542 3250 7237 69			
Insurance			$0.00
Up to $100.00 included			
Signature Confirm			$4.05
Total			$13.70
Priority Mail®	1		$9.65
Flat Rate Env			
Walnut Creek, CA 94596			
Flat Rate			
Expected Delivery Date			
Fri 09/08/2023			
Tracking #:			
9510 8104 5542 3250 7237 83			
Insurance			$0.00
Up to $100.00 included			
Signature Confirm			$4.05
Total			$13.70
Priority Mail®	1		$9.65
Flat Rate Env			
San Diego, CA 92130			
Flat Rate			
Expected Delivery Date			
Sat 09/09/2023			
Tracking #:			
9510 8104 5542 3250 7238 06			
Insurance			$0.00
Up to $100.00 included			
Signature Confirm			$4.05
Total			$13.70
Grand Total:			$41.10
Cash			$100.10
Change			-$59.00

Text your tracking number to 28777 (2USPS)

UNITED STATES POSTAL SERVICE.

ANTIOCH
2730 W TREGALLAS RD
ANTIOCH, CA 94509-9998
(800)275-8777

09/07/2023 03:34 PM

Product	Qty	Unit Price	Price
Priority Mail®	1		$9.65
Flat Rate Env			
Markleeville, CA 96120			
Flat Rate			
Expected Delivery Date			
Sat 09/09/2023			
Tracking #:			
9505 5107 2083 3250 7441 58			
Insurance			$0.00
Up to $100.00 included			
Total			$9.65
Grand Total:			$9.65
Cash			$20.00
Change			-$10.35

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

Save this receipt as evidence of insurance. For information on filing an insurance claim go to https://www.usps.com/help/claims.htm or call 1-800-222-1811

POS-040

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: N/A NAME: Numinutitska Penatekawa Tribal Trust; Wanag Tahatan-Bey Trustee FIRM NAME: STREET ADDRESS: c/o 2730 W. Tregallas Rd. Unit 3 3972 CITY: Antioch, STATE: Ca ZIP CODE: 94509 TELEPHONE NO.: (925) 477-9454 FAX NO.: E-MAIL ADDRESS: wanagtahatan65@yahoo.com ATTORNEY FOR (name): Trustee	FOR COURT USE ONLY FILED SEP 27 2023 K. BIEKER CLERK OF THE COURT SUPERIOR COURT OF CALIFORNIA COUNTY OF CONTRA COSTA By T. Schrader, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA STREET ADDRESS: 725 COURT STREET MAILING ADDRESS: SAME CITY AND ZIP CODE: MARTINEZ, CA 94553 BRANCH NAME:	CASE NUMBER: N23-1265
Plaintiff/Petitioner: Numinutitska Penatekawa Tribal Trust, Wanag Tahatan-Bey Defendant/Respondent: Nationstar Mortgage LLC, ET, AL.,	JUDICIAL OFFICER:
PROOF OF SERVICE—CIVIL **Check method of service *(only one)*:** ☐ By Personal Service ☒ By Mail ☐ By Overnight Delivery ☐ By Messenger Service ☐ By Fax	DEPARTMENT:

Do not use this form to show service of a summons and complaint or for electronic service.
See USE OF THIS FORM on page 3.

1. At the time of service I was over 18 years of age **and not a party to this action**.
2. My residence or business address is:
   c/o P.O. Box 12367 Oakland, California, Ca 94612
3. ☐ The fax number from which I served the documents is *(complete if service was by fax):*
4. On *(date):* 9/27/2023 I served the following **documents** *(specify):*
   First Amended Complaint and Judicial Notice Request w/Exhibits
   ☐ The documents are listed in the *Attachment to Proof of Service–Civil (Documents Served)* (form POS-040(D)).
5. I served the documents on the **person or persons** below, as follows:
   a. Name of person served: EDWARD A. TREDER (SBN 116307) ATTORNEY OF RECORD
   b. ☒ *(Complete if service was by personal service, mail, overnight delivery, or messenger service.)*
      Business or residential address where person was served:
      3990 E. CONCOURS STREET, SUITE 350, ONTARIO, CA 91764
   c. ☐ *(Complete if service was by fax.)*
      Fax number where person was served:
   ☐ The names, addresses, and other applicable information about persons served is on the *Attachment to Proof of Service—Civil (Persons Served)* (form POS-040(P)).
6. The documents were served by the following means *(specify):*
   a. ☐ **By personal service.** I personally delivered the documents to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's office, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office; or (c) if there was no person in the office with whom the notice or papers could be left, by leaving them in a conspicuous place in the office between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and eight in the evening.

Form Approved for Optional Use
Judicial Council of California
POS-040 [Rev. January 1, 2020]

PROOF OF SERVICE—CIVIL
(Proof of Service)

Code of Civil Procedure, §§ 1011, 1013, 1013a, 2015.5; Cal. Rules of Court, rule 2.306
www.courts.ca.gov

CASE NAME:	CASE NUMBER:
Numinutitska Penatekawa Tribal Trust et al., vs. Nationstar Mortgage LLC, ET, AL.,	N23-1265

6. b. [x] **By United States mail.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in item 5 and *(specify one)*:

(1) [x] deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

(2) [ ] placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at *(city and state)*:

c. [ ] **By overnight delivery.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses in item 5. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

d. [ ] **By messenger service.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in item 5 and providing them to a professional messenger service for service. *(A declaration by the messenger must accompany this Proof of Service or be contained in the Declaration of Messenger below.)*

e. [ ] **By fax transmission.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed in item 5. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which I printed out, is attached.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 9/27/2023

Keta Bellamy
(TYPE OR PRINT NAME OF DECLARANT)

▶ BY: Keta Bellamy
(SIGNATURE OF DECLARANT)

(If item 6d above is checked, the declaration below must be completed or a separate declaration from a messenger must be attached.)

DECLARATION OF MESSENGER

[ ] **By personal service.** I personally delivered the envelope or package received from the declarant above to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's office, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office; or (c) if there was no person in the office with whom the notice or papers could be left, by leaving them in a conspicuous place in the office between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and eight in the evening.

At the time of service, I was over 18 years of age. I am not a party to the above-referenced legal proceeding.

I served the envelope or package, as stated above, on *(date)*:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

_____
(NAME OF DECLARANT)

▶ _____
(SIGNATURE OF DECLARANT)

INFORMATION SHEET FOR PROOF OF SERVICE—CIVIL

(This information sheet is not part of the official proof of service form and does not need to be copied, served, or filed.)

USE OF THIS FORM

This form is designed to be used to show proof of service of documents by (1) personal service, (2) mail, (3) overnight delivery, (4) messenger service, or (5) fax.

This proof of service form should **not** be used to show proof of service of a summons and complaint. For that purpose, use *Proof of Service of Summons* (form POS-010).

Also, this proof of service form should **not** be used to show proof of electronic service. For that purpose, use *Proof of Electronic Service* (form POS-050).

Certain documents must be personally served. For example, an order to show cause and temporary restraining order generally must be served by personal delivery. You must determine whether a document must be personally delivered or can be served by mail or another method.

GENERAL INSTRUCTIONS

A person must be over 18 years of age to serve the documents. The person who served the documents must complete the Proof of Service. **A party to the action cannot serve the documents**.

The Proof of Service should be typed or printed. If you have Internet access, a fillable version of this proof of service form is available at *www.courts.ca.gov/forms.htm*.

Complete the top section of the proof of service form as follows:

First box, left side: In this box print the name, address, and telephone number of the person for whom you served the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. The address for the court should be the same as the address on the documents that you served.

Third box, left side: Print the names of the plaintiff/petitioner and defendant/respondent in this box. Use the same names as are on the documents that you served.

Fourth box, left side: Check the method of service that was used. You should check only one method of service and should show proof of only one method on the form. If you served a party by several methods, use a separate form to show each method of service.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

Third box, right side: State the judge and department assigned to the case, if known.

Complete items 1–6:

1. You are stating that you are over the age of 18.
2. Print your home or business address.
3. If service was by fax service, print the fax number from which service was made.
4. List each document that you served. If you need more space, check the box in item 4, complete the *Attachment to Proof of Service—Civil (Documents Served)* (form POS-040(D)), and attach it to form POS-040.
5. Provide the names, addresses, and other applicable information about the persons served. If more than one person was served, check the box on item 5, complete the *Attachment to Proof of Service—Civil (Persons Served)* (form POS-040(P)), and attach it to form POS-040.
6. Check the box before the method of service that was used, and provide any additional information that is required. The law may require that documents be served in a particular manner (such as by personal delivery) for certain purposes. Service by fax generally requires the prior agreement of the parties.

You must sign and date the proof of service form. By signing, you are stating under penalty of perjury that the information that you have provided on form POS-040 is true and correct.

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Print this form Save this form Clear this form

Wanag Tahatan-Bey d/b/a Kevin Paul Woodruff © TXu 2-347-364
Absolute Trustees for Numinutitska Penatekawa Tribal Trust
In care of: 2730 W. Tregallas Rd. Unit# 3972
Antioch, Indian Province near Calif. [p/z 94509]
(925) 477-9454
wanagtahatan65@yahoo.com

FILED
OCT 05 2023
KRIEKER CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By A. Stewart, Deputy

IN THE SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA
MARTINEZ DIVISION

Numinutitska Penatekawa Tribal Trust; Wanag Tahatan-Bey Absolute Trustee Plaintiff/Lien Claimant v. NATIONSTAR MORTGAGE LLC,d/b/a MR. COOPER, BARRETT, DAFFIN, FRAPPIER, TREDER, & WEISS, LLP LAW FURM, SERVICLINK TITLE COMPANY, FIDELITY NATIONAL FINANCIAL, INC, FIRST AMERICAN MORTGAGE SOLUTION, INC In Rem, WILLIAM H. WU In Personam et al; and DOES 1-10, Inclusive, Defendant(s)/Lien Debtors	**Case No. N23-1265** **PLAINTIFFS' "AN OPPOSITION TO THE DEFENDANTS ANSWER AND OR DEMURRER" TO PLAINTIFFS' COMPLAINT.** **DATE: 11/07/2023** **TIME: 8:30AM** **DEPT: 09**

PLAINTIFFFS' "AN OPPOSITION TO THE DEFENDANTS ANSWER AND/OR DEMURRER" TO PLAINTIFFS AMENDED COMPLAINT

THE COURT SHOULD *REJECT* *DEFENDANT'S ANSWER BECAUSE OF THE AMENDED COMPLAINT:*

(1). Plaintiffs have filed a ***verified*** First Amended Complaint ("FAC") changing cause of action; more definitive statement mitigating any defective ***"stating a claim upon relief to be sought"***

(2). For the sake of arguendo, Plaintiff will respond to Defendant Answer that is now Moot, because of the verified Frist Amended Complaint (FAC) which offer definitive statement to cure any defective.

(3). Plaintiff response to defendant's First affirmative defenses para (1), Amended Complaint cure and set-forth sufficient facts against defendant William WU to state a cause of action from his failure to respond to every notice email, mail, requesting response to no avail.

(4). As to defendant's Second affirmative defenses para (2) where in defendant alleging Plaintiff seek remedy from their own wrongdoing is baseless and frivolous, because Defendant WU received notices of Land Patent Infringement, which amount to Disparagement of Title "See WU color of title Grant Deed".

(5). As to defendant's Third affirmative defenses, para (3), under the doctrine of unclean hands, defendant WU had every opportunity mitigate damages after notices and a party to contact for mitigation, but failed to do so, therefore, defendant WU would be considered at fault by his own negligent.

(6). As to Defendant's fourth affirmative defense, alleging doctrine of laches, that Plaintiff unreasonably delayed in seeking assistance from the Court, was prejudiced to Defendant WU, is baseless and an attempt to muddy the waters with nonsense argument, because of defendant WU silence after notices, and email. This alone has trigger Doctrine of Estoppel by Silence.

(7). As to defendant's Fifth affirmative defense, were defendant WU alleged his action were not the proximate cause of plaintiff's damages and claiming unforeseen liability. Once again Plaintiff find this affirmative defense baseless, and Ludacris, because defendant WU has notices and email disclosing Tribal Land Patent Infringement by way of documentation to Defendant WU which he totally ignored the proof of DE BONIS ASPORTATIS "Trespassing" via Contra Costa County Recorder Office.

(8). As to defendant's WU Sixth through fifteenth Plaintiff find them baseless and Moot, because of the First Amended Complaint cure any defectiveness, See First Amended Complaint Para (11) and attached Exhibit(A)(B) all Notices to Defendant WU.

WB
10-5-23

THEREFORE, as to Defendant WU ANSWER should be deem MOOT and Defendant WU shall be held to answer the First Amended Complaint which void the original complaint.

October 3, 2023

By: Wanag Tahatan Bey
Wanag Tahatan-Bey Trustee

CERTIFICATE OF SERVICE

That on October 4, 2023 Plaintiff cause to be filed his response to Defendant WU, ANSWER, And also mail a filed copy to ELIZABETH C. SEARS LAW OFFICE P.O. BOX 52 MARKLEEVILLE, CA 96120.

By: Wanag Tahatan Bey
Wanag Tahatan-Bey Trustee

EXHIBIT (A)

Email to William H. WU with supporting documentation April 19, at 2:28PM

Email William.wu1239@yahoo.com with supporting documentations: regarding disclosure of previous buyer HAMINDER DEOL December 21, 2022 NOTICE OF LIEN

Letter to MARTHA WETTER d/b/a ESCROW OFFICE December 21, 2022 were she failed to disclosed to the previous buyer encumbrance on the property in question 2013 Mount Hamilton Dr, Antioch, Ca 94531 two pages.

Publication re Commercial Lien Contra Costa News Register December 16, 2022

Contra Costa County Recorder office recordation of Commercial Lien DOC-2022-0167677

June 20,2023 via Express Mail Number EI 244 806 949 US
Address to William H. WU
1169 Fairford Way
San Jose, CA 95129

FIRST AND FINAL NOTICE OF COPYRIGHT INFRINGEMENT TWO PAGES

HOME MAIL NEWS FINANCE SPORTS ENTERTAINMENT LIFE SEARCH SHOPPING YAHOO PLUS My Updates Now

Find messages, documents, photos or people Advanced

Home

Compose

Back Archive Move Delete Spam

Inbox 28K
Unread
Starred
Drafts 309
Sent
Archive
Spam
Trash
Less

Views Hide
Photos
Documents
Emails to myself
Subscriptions
Shopping
Receipts
Credits
Travel

Folders Hide
+ New Folder
kevin
Notes
photo
Resume
t
untitled
untitled1
Unwanted
woodruffkevin99@y...

Commercial Lien 6

Yahoo/Sent

Kevin Woodruff Wed, Apr 19 at 2:28 PM
From:
woodruffkevin99@yahoo.cc
To:
william.wu1239@yahoo.com

Good Day Noble William Wu

I am Wanag Tahatan-Boy Absolute Trustee for Numinutitska Penatekawa Tribal Trust, It is my understanding that you are a potential buyer for 2013 Mount Hamilton Drive
Antioch, Ca 94531. Your Escrow Officer Martha Wetter and the Title Company have failed to disclosed to you Commercial Lien, and Civil Suit regarding the property in question.

Please Look at the followings legal documents below regarding Contra Costa County filing and Superior Court Civil case, because when you buy property AS-IS you are subject to ALL THE ENCUMBRANCE as well

There was another BUYER was the buy the property and MARTHA WETTER FAILED TO DISCLOSE

the PROPERTY IN QUESTION HAS A TRIBAL LAND PATENT AND COPYRIGHT REGISTRATION NO. TXu 2-347364

LOOK BEFORE YOU COMMIT

THE BUYER BEFORE YOU NAME IS HAMINDER DEOL HE DECLINE

TO AVOID TRIBAL LAND PATENT INFRINGEMENT PLEASE PROCEED WITH CAUTION
AND CONTACT THE TITLE COMPANY

Most important, I am not trying to prevent you from making a purchase just trying to disclose ALL THE ENCUMBRANCE YOU WILL FACE

THE PROPERTY IN QUESTION: THERE IS A CLOUD ON THE TITLE

AND THE COMMERCIAL LIEN MUST BE SATISFIED BY SELLER NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER OR THE NEW OWNER
WILL HAVE TO DEAL WITH TRIBAL LAND PATENT INFRINGEMENT RE UNLAWFUL DETAINER

THIS EMAIL SUBMITTED IS NOT SUBMITTED TO HARASS YOU OR IN ANY MEANS TO THREATEN YOUR COMMERCIAL RIGHT OF TRADE

THIS EMAIL IS FOR DISCLOSED TO YOU WHAT ESCROW OFFICER AND TITLE COMPANY OR REAL ESTATE OFFICER SHOULD HAVE DONE.

Download all attachments as a zip file

Haminder D....pdf Haminder D....pdf Yolanda FD... .pdf

Numinutitska Penatekawa Tribal Trust LIEN HOLDER.
c/o Wanag Tahatan-Bey Absolute Trustee
201 13th Street, Unit # 12367
Oakland, Indian Office Found Province
Near California [94604-9998]
(925) 477-9454

Library of Congress
Registration Nov 28, 2022
TXu 2 347-364

HAMINDER DEOL
Alledge Buyer
(209) 728-7293
haminderdeol@msn.com

December 21, 2022

NOTICE OF LIEN ON 2013 Mount Hamilton Drive
Antioch, California 94531

RE: Notice of Lien regarding: Tribal Land Patent Infringement

TO: Haminder Deol please see enclosed Perfected Lien, along with the supporting documentation "Legal Publication, Notice of Lien to Nationstar Mortgage LLC, d/b/a MR. COOPER which no objection, rebuttal, challenges, by any parties who claim any interest in property situs at 2013 Mount Hamilton Drive, Antioch, California 94531.

We ask at this time for you Haminer Deol to proceed with caution, I truly understand, your reason why your attempt to buy the property in question, it is also my understanding that you are purchasing the property in question AS-IS. This is a material disclosure, that maybe Martha Wetter, d/b/a Escrow Officer failed or omit to disclosed to you.

Once you purchase AS-IS property in question, you take on all the encumbrance including the propriety Lien in the amount of $750,000. However, to avoid foreclosure on the Lien, you should suspend sending the AARON KOONCE d/b/a SELLER the following Accounts Receivables on the property in question and remit any payment to LIEN HOLDER in order to satisfy the LIEN.

P.S.

The property in question is in two civil litigation in the 9th Circuit Court of Appeal against NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER for mortgage fraud, Identity theft, tax transaction violation, unfair business practices, deceptive practices, misrepresentation,

Also, In Civil Action in California Superior C-22-01738 against NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER, Breach of Promissory Note, Security Fraud, Tribal Land Patent Infringement duly recorder in Contra Costa County Recorder Office "DOC-2017-0213020-00 DECLARATION OF HOMESTEAD, UPDATE OF LAND PATENT, DOC-2019-0100552-00 QUITCLAIM DEED, nonetheless The League of American Heir Tribal Nation, d/b/a BBYW Holding a Government Entity filed Civil Complaint in United States Northern District Court of California against NATIONSTAR

MORTGAGE LLC, d/b/a MR. COOPER ET AL: Case No. CV 22-7155 for paper genocide by trafficking counterfeit financial access devices, Grant Deed, Deed of Trust by escheat/pillage.

Please be advise that DECREE PRO CONFESSO DEFAULT Legal Publication against NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER in the Contra Costa county News Register Paper. See Attachment (A). Three pages.

ATTENTION: Haminder Deol
UCC Lien and County Recorder of the Commercial Lien against 2013 Mount Hamilton Drive, Antioch, California 94531

Numinutitska Penatekawa Tribal Trust
EIN: 82-6475748
Current Balance: $750,000
Lien Holder/Creditor Numinutitska Penatekawa Tribal Trust

Please feel free to contact me with any question

Wanag Tahatan-Bey Absolute Trustee
c/o Numinutitska Penatekawa Tribal Trust LIEN Holder
wanagtahatan65@yahoo.com
(925) 477-9454

Wanag Tahatan Bey

Numinutitska Penatekawa Tribal Trust LIEN HOLDER.
c/o Wanag Tahatan-Bey Absolute Trustee
201 13th Street, Unit # 12367
Oakland, Indian Office Found Province
Near California [94604-9998]
(925) 477-9454

Library of Congress
Registration Nov 28, 2022
TXu 2 347-364

MARTHA WETTER, d/b/a ESCROW OFFICER
Escrow # 32-3090-MW
Company: Quality Escrow, INC
27405 Puerta Real, Suite: 230A
Mission Viejo, CA 92691
mwetter@quality-escrow.com
Ph: 949-334-0651
Fax; 978-313-6238

December 21, 2022

Quality Escrow, Inc
Attention: Legal Department
LIEN DEBTOR: NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER

TO: Martha Wetter d/b/a ESCROW OFFICER see the enclosed Commercial Lien duly recorder in Contra Costa County Recorder Office and filed in Civil Case No. C 22-01738 against your Client "NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER for Mortgage Fraud, Identity Theft, unfair business practices, deceptive practices, paper genocide by trafficking counterfeit financial access devices, Grant Deed, Deed of Trust, Criminal Trespass, making false claims, Tribal Land Patent Infringement, Intentional misappropriation of the Dominant and Servient Estate, but not limited to. There are Two Civil Claims in 9th Circuit Court of Appeals and Civil Complaint in the United States Northern District Court of California CV-22-7155 against your CLIENT

Your Client NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER did received NOTICE OF LIEN, and failed to answer, rebut, object, or challenges, COMMERCIAL LIEN which is duly Recorder in Contra Costa County Recorder Office and filed within the pending Civil Action as stated above, most importantly do to your client silence, even after Legal Publication Decree Pro Confesso default/demand for balance due on the Commercial Lien $750,000. **See attachment (A).**

Numinutitska Penatekawa Tribal Trust LIEN HOLDER, c/o Wanag Tahatan-Bey absolute trustee understand that you play vital part in initiating mortgage transaction for your client and Haminder Deol The Tribal Trust ask at this time for your company to CEASE & DESIST your activity and suspend taking accounts receivables from Haminder Deol and instead remit funds to Numinutitska Penatekawa Trubal Trust Absolute Trustee.

Please take mandatory notice "A person becomes bound as debtor by security agreement entered between the dominant and servient living estate refer to Library of Congress Recordation TXu 2-347-364 by operation of law". Third-Party Trespassers against the living estate are subject to the security agreement becomes effective to create a security interest in the person's property or the person becomes generally obligated for the obligations of the other person NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER, and acquires or succeeds to all or substantially all of the assets of the other person.

Their is a security agreement within IRS CAF number 0313-81578R and SEC T-3, as such you MARTHA WETTER are DE BONIS ASPORTATIS (trespass) Tribal Land Patent Infringement.

This is YOUR FIRST AND LAST NOTICE proceed with **CAUTION** **See Contra Costa County Recorder DOC- 2017-0213020-00 DECLARATION OF HOMESTEAD LAND PATENT UPDATE and QUITCLAIM DEED DOC- 2019-0100552-00.** "Legal Publication, Notice of Lien to Nationstar Mortgage LLC, d/b/a MR. COOPER was never objected, rebuttal, challenges, any NOTICES from any parties who claim any interest in property situs at 2013 Mount Hamilton Drive, Antioch, California 94531.

Numinutitska Penatekawa Tribal Trust
EIN: 82-6475748
Current Balance Due: $750,000
Lien Holder/Creditor Numinutitska Penatekawa Tribal Trust

Please feel free to contact me with any question

Wanag Tahatan-Bey Absolute Trustee
c/o Numinutitska Penatekawa Tribal Trust LIEN Holder
wanagtahatan65@yahoo.com
(925) 477-9454

DECREE PRO CONFESSO DEFAULT/DEMAND FOR BALANCE DUE ON COMMERCIAL LIEN TRIBAL LAND PATENT INFRINGEMENT

TO: Nationstar Mortgage LLC, d/b/a MR. COOPER
850 Cypress Waters Blvd.
Coppell, Texas 75019

LAWFUL PUBLIC RECORD OF DECREE PRO CONFESSO DEFAULT
Concerns the Commercial Lien enter into Contra Costa County Recorder Office; DOC2022-0167677 and Superior Court of California, Pittsburg, CA Case No. C22-01738, relating to real property situs at 2013 Mount Hamilton Drive, Antioch, California "Indian Province"
LIEN HOLDER: Numinutitska Penatekawa Tribal Trust, "Real Property in Interest" own placed
DEFAULT/PRO CONFESSO JUDGEMENT for Balance Due $750,000 Tribal Land Patent Infringement.
LIEN DEBTOR: Nationstar Mortage LLC, d/b/a MR COPPER et al
(a). Your failure to respond, and/or your Silence has trigger Decree pro confesso judgement. Proper Notice was given via United States Postal Service CERTIFIED MAIL RECEIPT NUMBERS: 70212720000320375355, 70220410000173702842, 70212720000320375362, Including to IRS for Tax Fraud every parties concerns et al.
(b). On 21-NOV-2022 date the Commercial Lien became due, any provision of the Lien which Doctrine of laches attaches has attached to the Lien Debtor Silence pro confesso and the Commercial Lien has not been waived or reinstated in any manner by lien Holder.
(c). LIEN DEBTOR WERE PROVIDED A NOTICE OF COMMERCIAL LIEN DULY RECORDED AND FAILED TO SATISFIED BALANCE DUE BEFORE TIME-REQUIREMENT EXPIRED.
(d). DUE TO PRO CONFESSO. NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER HAVE NOW FORFEITED all right, title and interest of the property situs at 2013 Mount Hamilton Drive, Antioch, CA 94531 APN# 050-020-013, and are subject to the Lien Holder For the Balance Due, that your right be declared to be revert to the Lien Holder Perfected Lien, regarding: Tribal Land Patent Infringement and Federal Laws; And Treaties; International Indian Office Found Land encroachment.
(e). NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER ARE COMPEL TO ESTOPPEL, CEASE & DESIST EVERY UNLAWFUL DETAINER ACTION; AND REMOVE PROPERTY FROM MLS#122133725 LISTING UNTIL BALANCE DUE OF $750,000 HAS BEEN SATIFIED immediately.
This a Lawful Publication: For Lien Holder Balance Due $750,000 against Nationstar Mortgage LLC, d/b/a MR. COOPER et al, any challenges hereto are otherwise estoppel and are forever bar, from their Silence; Decree Pro Confesso. Nationstar Mortgage LLC, d/b/a MR. COOPER et al,
are ESTOPPEL from paying any other DEBT obligation until NLien Holder balance Due is satisfied first, these are terms of the Degree Pro Confesso.
This Commercial Lien Debt ca and will be reported to DUNS & Brad Street Credit System, Business Credit/System SEC, IRS, DOJ. For Delinquent Debt.
Pub: Nov. 25; Dec. 2, 9, 16, 2022

Contra Costa News Register

Contra Costa's Only Business - Professional Newspaper

Vol. LXX No. 101 MARTINEZ, CALIFORNIA, 94553 Friday, December 16, 2022 $2.00 per copy

Contra Costa County Superior Courts

KATE BIEKER.....Executive Officer/Jury Commissioner

Department 1
REBECCA C. HARDIE.....Judge
AIDA CHEONG.....Clerk
MATTHEW CULLUM.....Bailiff
N/A.....Reporter

Department 2
VACANT.....Judge

Department 3
PATRICIA M. SCANLON.....Judge
JENNIFER ARNOLD.....Clerk
VIRGINIA HARTE.....Bailiff
TBD.....Reporter

Department 4
MARY ANN O'MALLEY.....Judge
DORIS MURGUIA.....Clerk
JOSHUA HARR.....Bailiff
JEANINE MALTBIE.....Reporter

Department 6
DAVID E. GOLDSTEIN.....Judge
MARILENE WILLIAMS-MCMURRY.....Clerk
NICOLAS RAMIREZ.....Bailiff
SANDY WALDEN.....Reporter

Department 7
VACANT.....Judge

Department 8
JOHN W. KENNEDY.....Judge
MARY MORGAN.....Clerk
ROBERT KIRBY.....Bailiff
JENNIFER BURNETT.....Reporter

Department 9
JOHN P DEVINE.....Judge
ANNIE YOUNG.....Clerk
TBD.....Bailiff
N/A.....Reporter

Department 10
JULIA CAMPINS.....Judge
VIVERENSAN BEALE.....Clerk
PATRICK WILSON.....Bailiff
DREW COVERSON.....Reporter

Department 11
BRIAN HAYNES.....Judge
NINA ZESATI.....Clerk
MATTHEW BOURQUE.....Bailiff
TBD.....Reporter

Department 12
CHARLES TREAT.....Judge
TBD.....Clerk
BLAKE NORQUIST.....Bailiff
ANDREA SALAZAR.....Reporter

Department 13
VACANT.....Judge
TBD.....Clerk
TBD.....Bailiff
TBD.....Reporter

Department 14
KIRK ATHANASKOU.....Judge
KATHKEEN BALLARD.....Clerk
RAY HOPPE.....Bailiff
TBD.....Reporter

Department 15
SUSANNE M. FENSTERMACHER.....JUDGE
JULIE WINN.....Clerk
IVAN MONTOYA.....Bailiff
TBD.....Reporter

Department 16
BENJAMIN T REYES II.....Judge
ANNA NUESTRO.....Clerk
TBD.....BAILIFF
TBD.....REPORTER

Department 17
WENDY COATS.....Judge
BETH MCCAUSE.....Clerk
PAUL WEIGE.....Bailiff
TBD.....Reporter

Department 18
DANIELLE K. DOUGLAS.....Judge
ANGELA CASSITY.....Clerk
JACK THOMSON.....Bailiff
N/A.....Reporter

Department 19
COLLEEN GLEASON.....Judge
AARON JANG.....Clerk
GRANT HENDERSON.....Bailiff
TBD.....Reporter

Department 20
NANCY DAVIS STARK.....Judge
DIANA VILLASPIN.....Clerk
JEFF SHERWIN.....Bailiff
TBD.....Reporter

Department 21
JILL FANNIN.....Judge
MARION MERINO.....Clerk
DEREK MURDOCK.....Bailiff
N/A.....Reporter

Department 22
JOHN COPE.....Judge
SALLY TIGUE.....Clerk
ALLEN RIVERA.....Bailiff
JENNIFER GASPAR.....Reporter

Department 23
CHARLES BURCH.....Judge
LIZ ALVARADO.....Clerk
RAUL MORALES.....Bailiff
LETICIA GALOS.....Reporter

Department 24
LESLIE G LANDAU.....Judge
CHRISTINA ARMENTA.....Clerk
TBD.....Bailiff
TBD.....Reporter

Department 25
JENNIFER LEE.....Judge
LETICIA PRITCHETT.....Clerk
ANDREW CUNEO.....Bailiff
RENEE SMITH.....Reporter

Department 26
AYANA YOUNG.....Judge
TBD.....Clerk
TBD.....Bailiff
TBD.....Reporter

Department 27
TERRI MOCKLER.....Judge
MEGAN HANING.....Clerk
MEGAN BRIGGS.....Bailiff
DEBRA THOMPSON.....Reporter

Department 29
GLEN KIM.....Judge
VALERIE MEDINA.....Clerk
JAREK MCCLAY.....Bailiff
TBD.....Reporter

Department 30
VIRGINIA GEORGE.....Judge
KRISTEN CASILLAS.....Clerk
RAMON DEGUINION.....Bailiff
TBD.....Reporter

Department 31
LAUREL S. BRADY.....Judge
MARK SMITH.....Clerk
VERONICA BUSTAMANTE.....Reporter
CRAIG BLOCH.....Bailiff

Department 32
JONI T. HIRAMOTO.....Judge
LISA ZEEB-JOHNSON.....Clerk
MARK WINTHER.....Bailiff
N/A.....Reporter

Department 33
VACANT.....Judge
TBD.....Clerk
TBD.....Bailiff
TBD.....Reporter

Department 34
LEONARD E. MARQUEZ.....Judge
CATHY GREEN.....Clerk
TBD.....Bailiff
TBD.....Reporter

Department 35
VACANT.....Judge
.....Clerk
.....Bailiff
.....Reporter

Department 36
CLARE MAIER.....Judge
LYNWEN ROYET.....Clerk
DANIEL THORSON.....Bailiff
N/A.....Reporter

Department 37
WADE M. RHYNE.....Judge
ALIA BARTZI.....Clerk
LESTER LAWSON.....Bailiff
MONICA POPPER.....Reporter

Department 38
BARBARA C.HINTON.....Judge
PATRICIA ANCELET.....Clerk
VALERIA CARRILLO.....Bailiff
JEANNE MIHO.....Reporter

Department 39
EDWARD WEIL.....Judge
DENESE JOHNSON.....Clerk
LOUIE BRANDT.....Bailiff
N/A.....Reporter

Department 40
CHRISTOPHER R.BOWEN.....Judge
JANE SIMS.....Clerk
RICHARD BEDFORD.....Bailiff
SYLVIA RUSSO.....Reporter

Department 52
ALEXANDRIA D. QUAM.....Commissioner
CATHLEEN HODGE.....Clerk
TBD.....Bailiff
N/A.....Reporter

Department 54
JILL J LIFTER.....Commissioner
LORI MCNULTY.....PMClerk
CURTIS EDWARDS.....Bailiff
N/A.....Reporter

DECREE PRO CONFESSO DEFAULT/ DEMAND FOR BALANCE DUE ON COMMERCIAL -- - - LIEN TRIBAL LAND PATENT INFRINGEMENT

TO: Nationstar Mortgage LLC, d/b/a MR. COOPER
850 Cypress Waters Blvd.
Coppell, Texas 75019

LAWFUL PUBLIC RECORD OF DECREE PRO CONFESSO
DEFAULT
Concerns the Commercial Lien enter into Contra Costa County Recorder Office; DOC2022-0167677 and Superior Court of California, Pittsburg, CA Case No. C22-01738, relating to real property situs at 2013 Mount Hamilton Drive, Antioch, California "Indian Province"
LIEN HOLDER: Numinutitska Penatekawa Tribal Trust. "Real Property in Interest" own placed
DEFAULT/PRO CONFESSO JUDGEMENT for Balance Due $750,000 Tribal Land Patent Infringement.
LIEN DEBTOR: Nationstar Mortage LLC, d/b/a MR COPPER et al
(a). Your failure to respond, and/or your Silence has trigger Decree pro confesso judgement. Proper Notice was given via United States Postal Service CERTIFIED MAIL RECEIPT NUMBERS: 70212720000320375355, 70220410000173702842, 70212720000320375362, Including to IRS for Tax Fraud every parties concerns et al.
(b). On 21-NOV-2022 date the Commercial Lien became due, any provision of the Lien which Doctrine of laches attaches has attached to the Lien Debtor Silence pro confesso and the Commercial Lien has not been waived or reinstated in any manner by lien Holder.
(c). LIEN DEBTOR WERE PROVIDED A NOTICE OF COMMERCIAL LIEN DULY RECORDED AND FAILED TO SATISFIED BALANCE DUE BEFORE TIME-REQUIREMENT EXPIRED.
(d). DUE TO PRO CONFESSO, NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER HAVE NOW FORFEITED all right, title and interest of the property situs at 2013 Mount Hamilton Drive, Antioch, CA 94531 APN# 050-020-013, and are subject to the Lien Holder For the Balance Due, that your right be declared to be revert to the Lien Holder Perfected Lien, regarding: Tribal Land Patent Infringement and Federal Laws; And Treaties; International Indian Office Found Land encroachment.
(e). NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER ARE COMPEL TO ESTOPPEL, CEASE & DESIST EVERY UNLAWFUL DETAINER ACTION; AND REMOVE PROPERTY FROM MLS#122133725 LISTING UNTIL BALANCE DUE OF $750,000 HAS BEEN SATIFIED immediately.
This a Lawful Publication: For Lien Holder Balance Due $750,000 against Nationstar Mortgage LLC, d/b/a MR. COOPER et al, any challenges hereto are otherwise estoppel and are forever bar, from their Silence; Decree Pro Confesso. Nationstar Mortgage LLC, d/b/a MR. COOPER et al,
are ESTOPPEL from paying any other DEBT obligation until NLien Holder balance Due is satisfied first, these are terms of the Degree Pro Confesso.
This Commercial Lien Debt can and will be reported to DUNS & Brad Street Credit System, Business Credit/System SEC, IRS, DOJ. For Delinquent Debt.
Pub: Nov. 25; Dec. 2, 9, 16, 2022
11/25, 12/2, 12/9, 12/16/22
CNS-3646229#

Which celebrity always had the most beautiful Christmas trees?
Judy Garland.

What is the holiest insect?
A praying mantis.

ORDER TO SHOW CAUSE FOR CHANGE OF NAME
No. N22-2228

SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
725 COURT ST.
MARTINEZ, CA 94553

PETITION OF WILLIE THOMAS CURRY FOR CHANGE OF NAME
TO ALL INTERESTED PERSONS:
Petitioner WILLIAM THOMAS CURRY filed a petition with this court for a decree changing names as follows:
Present name WILLIAM THOMAS CURRY aka WILLIE THOMAS PRESSLEY to Proposed name WILLIE THOMAS PRESSLEY
THE COURT ORDERS that all persons interested in this matter appear before this court at the hearing indicated below to show cause, if any, why the petition for change of name should not be granted. Any person objecting to the name changes described above must file a written objection that includes the reasons for the objection at least two court days before the matter is scheduled to be heard and must appear at the hearing to show cause why the petition should not be granted. If no written objection is timely filed, the court may grant the petition without a hearing.
NOTICE OF HEARING will be held DECEMBER 21, 2022 at 9:00 AM in Dept 30 located at 725 Court St., Martinez, CA 94553.
A copy of this Order to Show Cause shall be published at least once each week for four successive weeks prior to the date set for hearing on the petition in the following newspaper of general circulation, printed in this county: Contra Costa News Register.
Date: November 21, 2022
/s/ VIRGINIA M. GEORGE
Judge of the Superior Court
WILLIE THOMAS CURRY
Petitioner in Pro Per
Pub: Nov. 25; Dec. 2, 9, 16, 2022

ORDER TO SHOW CAUSE FOR CHANGE OF NAME
Case No. N22-2215

Superior Court of California, County of CONTRA COSTA
Petition of: SANDRA L. DEBRICHY for Change of Name
TO ALL INTERESTED PERSONS:
Petitioner SANDRA L. DEBRICHY filed a petition with this court for a decree changing names as follows:
SANDRA L. DEBRICHY AKA SANDRA LYNN DEBRICHY to SANDRA L. CORDONI
The Court orders that all persons interested in this matter appear before this court at the hearing indicated below to show cause, if any, why the petition for change of name should not be granted. Any person objecting to the name changes described above must file a written objection that includes the reasons for the objection at least two court days before the matter is scheduled to be heard and must appear at the hearing to show cause why the petition should not be granted. If no written objection is timely filed, the court may grant the petition without a hearing.
Notice of Hearing:
Date: 2/8/2023, Time: 9:00 A.M., Dept.: 30, Room: N/A
The address of the court is 725 COURT STREET, MARTINEZ, CA 94553
A copy of this Order to Show Cause shall be published at least once each week for four successive weeks prior to the date set for hearing on the petition in the following newspaper of general circulation, printed in this county: CONTRA COSTA NEWS REGISTER
Date: NOVEMBER 17, 2022
VIRGINIA M. —
Judge of the Superior Court
11/25, 12/2, 12/9, 12/16/22
CNS-3645954#

ORDER TO SHOW CAUSE FOR CHANGE OF NAME
No. N22-2230

SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
725 COURT ST.
MARTINEZ, CA 94553

PETITION OF LILA MAE LEATH FOR CHANGE OF NAME
TO ALL INTERESTED PERSONS:
Petitioner LILA MAE LEATH filed a petition with this court for a decree changing names as follows:
Present name LILA MAE LEATH STEPHENS to Proposed name LYLA MAI LAUREN
THE COURT ORDERS that all persons interested in this matter appear before this court at the hearing indicated below to show cause, if any, why the petition for change of name should not be granted. Any person objecting to the name changes described above must file a written objection that includes the reasons for the objection at least two court days before the matter is scheduled to be heard and must appear at the hearing to show cause why the petition should not be granted. If no written objection is timely filed, the court may grant the petition without a hearing.
NOTICE OF HEARING will be held FEBRUARY 10, 2023 at 9:00 AM in Dept 30 located at 725 Court St., Martinez, CA 94553.
A copy of this Order to Show Cause shall be published at least once each week for four successive weeks prior to the date set for hearing on the petition in the following newspaper of general circulation, printed in this county: Contra Costa News Register.
Date: November 21, 2022
/s/ VIRGINIA M. GEORGE
Judge of the Superior Court
LILA MAE LEATH
Petitioner in Pro Per
Pub: Nov. 25; Dec. 2, 9, 16, 2022

ORDER TO SHOW CAUSE FOR CHANGE OF NAME
No. N22-2275

SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
725 COURT ST.
MARTINEZ, CA 94553

PETITION OF OXANA SOLOMON FOR CHANGE OF NAME
TO ALL INTERESTED PERSONS:
Petitioner OXANA SOLOMON filed a petition with this court for a decree changing names as follows:
Present name OXANA SOLOMON aka OXANA VOVSHENKO aka OKCANA BOBSHENKO aka OXANA SANDOVAL to Proposed name OKSANA SANDOVAL
THE COURT ORDERS that all persons interested in this matter appear before this court at the hearing indicated below to show cause, if any, why the petition for change of name should not be granted. Any person objecting to the name changes described above must file a written objection that includes the reasons for the objection at least two court days before the matter is scheduled to be heard and must appear at the hearing to show cause why the petition should not be granted. If no written objection is timely filed, the court may grant the petition without a hearing.
NOTICE OF HEARING will be held February 24, 2023, at 9:00 AM in Dept 30 located at 725 Court St., Martinez, CA 94553.
A copy of this Order to Show Cause shall be published at least once each week for four successive weeks prior to the date set for hearing on the petition in the following newspaper of general circulation, printed in this county: Contra Costa News Register.
Date: November 28, 2022
/s/ VIRGINIA M. GEORGE
Judge of the Superior Court
OXANA SOLOMON
Petitioner in Pro Per
Pub: Dec. 2, 9, 16, 23, 2022

Recording Requested By
Wanag Tahatan-Bey Trustee
201 13th Street, Unit 12367
Oakland, Ca 94604

When recorded mail document to
c/o Wanag Tahatan-Bey Absolute Trustee
2013 Mount Hamilton Drive
Antioch, California 94531

\$R0000853029\$
CONTRA COSTA Co Recorder Office
DEBORAH COOPER, Clerk-Recorder
DOC - 2022-0167677
Friday, Oct 28, 2022 14:41
SB2 Fee:$75.00
Total Paid: $141.00 Receipt#: 202200131007
0000 - Public 189 / WINDOW2 / 1-8

APN: 055-020-013 *The above space is for Recorder's Office use only.*

LIEN

The undersigned Numinutitska Penatekawa Tribal Trust, Wanag Tahatan-Bey Absolute Trustee, claimant, claims a Lien upon the following described real property 2013 Mount Hamilton Drive, Antioch, Ca 94531 Legal Description: LOT 13 Map of Subdivision 7201 In Map Book 354, Page 40. The sum of $750,000.00, together with interest thereon at the rate of 20% percent from October 20, 2022 is due claimant(after deducting all just credits and offsets) for the following Labor, services, furnished by claimant: Security Employee Company Provided Signature Subscription Surety Bond for Home Improvement/ Home Insurance, material to Fix Side/Back yard Fences, Landscaping Grass/Sod, New Toilet Seat, Garbage Disposal as request of, or under contract with Mason McDuffie Mortgage Corp. and Nationstar Mortgage LLC, d/b/a MR. COOPER.

The owner Secretary of Veterans Affairs or reputed owner Nationstar Mortgage LLC, d/b/a MR. COOPER of the property if known and their addresses is/are 3401 West End Avenue, STE 760W, Nashville, TN 37203; and 8950 Cypress Waters BLVD. Coppell, Texas 75019.

NOTICE OF LIEN ATTENTION
On Page Two

VERIFICATION

I, the undersigned, say: I am the claimant or agent of the foregoing Lien claimant; I have read said claim of Lien and know the contents thereof; the same is true of my own knowledge. I am authorized to execute this Claim of Lien. I declare under penalty of perjury that the foregoing is true and correct. See Three Page EXHIBIT (A).

Executed on October 28, 2022 at Antioch, California

By: Wanag Tahatan-Bey

By: Wanag Tahatan-Bey
Numinutitska Penatekawa Tribal Trust,
Wanag Tahatan-Bey Absolute Trustee

PROOF OF SERVICE AFFIDAVIT

I, Yolanda Lewis, declare that I served copies of the above CLAIM OF LIEN by First Class Certified Service, postage prepaid, addressed to each of the parties at the address shown below to: Secretary of Veterans Affairs 3401 West End Avenue, STE 760W, Nashville, TN 37203; and Nationstar Mortgage LLC, d/b/a MR. COOPER 8950 Cypress Waters BLVD. Coppell, Texas 75019 on October 28, 2022

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct

Signed at Pittsburg, California on October 28, 2022. By: Yolanda Lewis

NOTICE OF MECHANICS LIEN ATTENTION

Upon the recording of the enclosed LIEN with the County recorder's office of the county where the property is located, your property is subjection to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the lien is recorded.

The party identified in the lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is required step in filing a lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvement provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON LIENS GO TO THE CONTRACTORS STATE LICENSE BOARD WEB SITE .

By: Wanag Tahatan-Bey
Wanag Tahatan-Bey Absolute Trustee

A notary public or other officer completing this certificate Verifies only the identity of the individual who signed the Document to which this certificate is attached, and not The truthfulness, accuracy, or validity of that document.

States of California
County of Contra Costa

On October 24th 2022, before me, Pierce B Young a notary public personally appeared Wanag Tahatan-Bey who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and Official seal
My Commission Expired April 10th 2025

Signature of Notary Public

PIERCE B. YOUNG
Notary Public - California
Contra Costa County
Commission # 2354157
My Comm. Expires Apr 10, 2025

EI 244 806 949 US

Wanag tahatan-Bey Trustee, d/b/a Kevin Paul Woodruff
Principal Copyright Reg. TXu 2-347-364
Tanya Stutson Principal Consumer
c/o 2730 W. Tregallas Rd. Unit # 3972
Antioch, California 94509-3972

WILLIAM H. WU
c/o 1169 FAIRFORD WAY
SAN JOSE, CA 95129

FIRST AND FINAL NOTICE OF COPYRIGHT INFRINGEMENT

Re: **Request for Payment In full**

Good Day Mr. William H. Wu

I am Wanag Tahatan-Bey Absolute Trustee for Numinutitska Penatekawa Tribal Trust.
It is my understanding that you are the Buyer for the property in question: 2013 Mount Hamilton Drive, Antioch, California 94531.

First and foremost thank you for accepting liability (Commercial Liens). As such, SERVICELINK TITLE COMPANY failed to disclosed, the Bona-Fide active commercial Liens and Civil Suit see CLTA Guarantee Form No. 28 Condition of Title No. 5026900-6989394.

For reference purposes ONLY see two page letter to SERVICELINK TITLE COMPANY

Let me be clear, your color of title GRANT DEED DOC 2023-0043006; and DEED OF TRUST, ASSIGNEMNT OF LEASES AND RENTS FIXTURE FILING, AND SECURITY AGREEMENT DOC 2023-0043007 in which Note Amount of $238,150.00 is in error, because payment should have been pay to: Numinutitska Penatekawa Tribal Trust to satisfy the Priority Commerical Lien recorded in Contra Costa County Recorder office refer to page (7) of the CLTA Guarantee Form No. 28 Condition of Title.

WHEREFORE, THERE IS A CLOUD ON THE TITLE

However, since you accept all liability, once you purchase the property in question 2013 Mount Hamilton Drive, Antioch, California 94531. Wanag Tahatan-Bey Absolute Trustee for the Tribal Trust DEMAND PAYMENT that you satisfy Commerical Lien See page Seven (7) in the Condition of Title DOC-2022167677 Contra Costa County, and the Breach of Library of Congress Copyright Registration No. TXu 2-347-364 Equitable Allonge.

Please received this correspondence as giving you opportunity to satisfy the liability, before any action or Unlawful detainer being filed for Breach of tribal land patent infringement after **NOTICE TO YOU.**

This letter of notice, is not meant to mislead or harass, but to disclosed tribal land patent infringement and request for payment.

If you Mr. William H. WU failed to reply your SILENCE IS ACCEPTANCE and the Trustee can and will seek a unlawful detainer; civil writ of execution, and judgment Lien.

EI 244 806 949 US

Enclosed:

Two page letter to SERVICELINK TITLE COMPANY, FIRST AMERICAN MORTGAGE SOLUTIONS, CONVENTUS LLC, NATIONSTAR MORTGAGE LLC, d/b/a MR COOPER; and WELLS FARGO BANK N.A. Indenture Trustee for MR COOPER.

CLTA Guarantee Form No. 28 Condition of Title Eight (8) pages

cc

DEPARTMENT OF JUSTICE
Office of Tribal Justice
Tracy Toulou d/b/a Tribal Justice Director
950 Pennsylvania Avenue NW
Washington, D.C. 20530-0001

DEPARTMENT OF JUSTICE
FRAUD DEPT.
Rob Bonta d/b/a CA Attorney General
1300 I Street
Sacramento, CA 95814-2919

c/o Dept of Justice
Civil Trespassing
Rob Bonta d/b/a CA Attorney General
P.O. Box 944255
Sacramento, CA 94244-2550

HomeLand Security, Customs Board of Protection (CBP)
Copyright/Land Patent Infringement TXu 2-347-364
Enforcement Complaint Dept.
ATTN: Troy A. Miller d/b/a Homeland Security Commissioner
1300 Pennsylvania Avenue, N.W.
Washington, D.C. 20229

By: Wanag Tahatan-Bey
Wanag Tahatan-Bey Trustee

USPS Tracking®

FAQs >

Remove ×

Tracking Number:

EI244806949US

Copy Add to Informed Delivery
(https://informeddelivery.usps.com/)

Scheduled Delivery by

TUESDAY

20 June 2023 ⓘ by **6:00pm** ⓘ

Your item was delivered at the front door or porch at 5:40 pm on June 20, 2023 in SAN JOSE, CA 95129.
Waiver of signature was exercised at time of delivery.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered
Delivered, Front Door/Porch
SAN JOSE, CA 95129
June 20, 2023, 5:40 pm

Out for Delivery
SAN JOSE, CA 95129
June 20, 2023, 8:15 am

Arrived at Post Office
SAN JOSE, CA 95117
June 20, 2023, 8:04 am

Arrived at USPS Regional Facility

Feedback

EXHIBIT (B)

CLTA GUARANTEE FORM No. 28 CONDITION OF TITLE EIGHT PAGES
Reference: page 7 disclosing the Claim of Lien October 28, 2022

Including WILLIAM H. WU Deed of Trust "Color of Title" MAY 09, 2023
WELL AFTER NOTICES TO MR. WILLIAM H. WU

First American Title	CLTA Guarantee Form No. 28 - Condition of Title
	ISSUED BY **First American Title Insurance Company**
Guarantee	GUARANTEE NUMBER **5026900-6989394**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

By:

Authorized Countersignature

This jacket was created electronically and constitutes an original document

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EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.

(b) Defects, liens, encumbrances, adverse claims or other matters , whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.

(c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.

(d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

(e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.

(f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.

(g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.
The following terms when used in the Guarantee mean:

a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.

b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.

d. "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.

f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.
The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.
The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.
Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by

GUARANTEE CONDITIONS (Continued)

the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. **Proof of Loss or Damage.**
   a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
   b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. **Options to Pay or Otherwise Settle Claims: Termination of Liability.**
   In case of a claim under this Guarantee, the Company shall have the following additional options:
   a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
   b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that where authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
   c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

   Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. **Limitation Liability.**
   a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
   b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
   c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
   d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. **Reduction of Liability or Termination of Liability.**
   All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. **Payment of Loss.**
   a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
   b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

GUARANTEE CONDITIONS (Continued)

10. **Subrogation Upon Payment or Settlement.**
Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.
The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.
If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. **Arbitration.**
Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is $2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binging upon the parties. Judgment upon the aware rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. **Liability Limited to This Guarantee; Guarantee Entire Contract.**
    a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
    b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
    c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. **Severability.**
In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. **Choice of Law; Forum.**
    a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.
    Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
    b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United State of America or its territories having appropriate jurisdiction.

15. **Notices, Where Sent.**
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

First American Title	CLTA Guarantee Form No. 28 - Condition of Title ISSUED BY **First American Title Insurance Company**
Schedule A	GUARANTEE NUMBER **5026900-6989394**

File No.: 6989394

Guarantee No. 6989394 Amount of Liability: $2500.00

Date of Guarantee:May 12, 2023 at 7:30 A.M. Fee: $400.00

1. Name of Assured:

   Numinutitska Penatekawa Tribal Trust

2. The estate or interest in the Land which is covered by this Guarantee is:

   FEE

3. The Land referred to in this Guarantee is described as follows:

   Real property in the City of Antioch, County of Contra Costa, State of California, described as follows:

   LOT 13, AS SHOWN ON THE MAP OF SUBDIVISION 7201, FILED JANUARY 11, 1991, IN MAP BOOK 354, PAGE 40, CONTRA COSTA COUNTY RECORDS.

   EXCEPTING THEREFROM:

   ALL OIL, GAS, CASINGHEAD GASOLINES AND OTHER HYDROCARBON AND MINERAL SUBSTANCES BELOW A POINT 500 FEET BELOW THE SURFACE OF SAID LAND TOGETHER WITH THE RIGHT TO TAKE, REMOVE, MINE, PASS THROUGH AND DISPOSE OF ALL OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES, BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND, AS RESERVED IN THE DEED FROM MARY M. HINES, ET AL, RECORDED OCTOBER 5, 1977, BOOK 8536, PAGE 172, OFFICIAL.

   APN: 055-020-013

4. ASSURANCES:

   According to the Public Records as of the Date of Guarantee,

   a. Title to the estate or interest in the Land is vested in:

      WILLIAM H. WU, A SINGLE MAN

   b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

First American Title	CLTA Guarantee Form No. 28 - Condition of Title ISSUED BY **First American Title Insurance Company**
Schedule B	GUARANTEE NUMBER **5026900-6989394**

File No.: 6989394

1. General and special taxes and assessments for the fiscal year 2023-2024, a lien not yet due or payable.

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

3. Any and all offers of dedications, conditions, restrictions, easements, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description including but not limited to: TREE PLANTING and incidental purposes affecting said land.

4. Covenants, conditions, restrictions and easements in the document recorded FEBRUARY 01, 1991 as INSTRUMENT NO. 1991-19194, BOOK 16381, PAGE 833 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

   Document re-recorded MARCH 01, 1991 as INSTRUMENT NO. 1991-35728, BOOK 16428, PAGE 22 of Official Records.

5. A financing statement recorded MAY 27, 2022 as INSTRUMENT NO. 2022-90608 OF OFFICIAL RECORDS.

Debtor:	KEVIN WOODRUFF SOCIAL SECURITY INDENTURE TRUSTEE, TANYA STUTSON SOCIAL SECURITY INDENTURE TRUSTEE
Secured party:	WANAG TAHATAN-BEY, NUMINUTITSKA PENATEKAWA TRIBAL TRUST

6. A financing statement recorded AUGUST 02, 2022 as INSTRUMENT NO. 2022-121017 OF OFFICIAL RECORDS.

Debtor:	MASON MCDUFFIE MORTGAGE CORPORATE, SECRETARY OF VETERANS AFFAIRS, AS UNITED STATES OFFICER
Secured party:	NUMINUTITSKA PENATEKAWA TRIBAL TRUST

7. A claim of lien recorded OCTOBER 28, 2022 as INSTRUMENT NO. 2022167677 of Official Records.
   Lien claimant: WANAG TAHATAN-BEY ABSOLUTE TRUSTEE, NUMINUTITSKA PENATEKAWA TRIBAL TRUST
   Amount: $750,000.00

8. Any statutory lien for labor or materials arising by reason of a work of improvement, as disclosed by a document recorded OCTOBER 28, 2022 as INSTRUMENT NO. 2022167677 of Official Records.

9. A deed of trust to secure an original indebtedness of $238,150.00 recorded MAY 09, 2023 as INSTRUMENT NO. 202343007 OF OFFICIAL RECORDS.
   Dated: MAY 4, 2023
   Trustor: WILLIAM H. WU, A SINGLE MAN
   Trustee: SERVICELINK TITLE COMPANY
   Beneficiary: CONVENTUS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (CFL LICENSE NO. 60DBO- 43745)

First American Title™

First American Title Company
2230 East Bidwell Street, Suite 100
Folsom, CA 95630

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.